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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street - Room 120
Concord, New Hampshire 03301

JUN 11 '13 AM 10:07 DAS

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

May 28, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into an amendment to the current contract with First Data Services, LLC of Colorado, (VC #175289) for Merchant Card processing services originally approved by Governor and the Executive Council on July 16, 2008, item 23, by extending the completion date from June 30, 2013 to September 1, 2013, effective upon Governor and Executive Council approval. Funding for this service shall be paid through a transaction fee that is deducted from the gross revenue of each respective transaction.

EXPLANATION

This contract for Merchant Card Processing Services was originally approved by Governor and the Executive Council on July 16, 2008, item 23. The contract provides Merchant Card processing services to enable State Agencies to accept credit cards, debit cards or stored value cards for the purchase or payment of registrations, fees, fines, goods and services. The contract was originally approved with Paymentech, LLC to which First Data Services, LLC is an assignee and successor in interest and obligation.

The extension is requested to allow the State the requisite time to complete its procurement process related to the solicitation for continued access to these services. All other terms and conditions shall remain in full force and effect.

Respectfully Submitted,

Linda M. Hodgdon
Commissioner

**FIRST AMENDMENT
TO THE STATEWIDE CONTRACT FOR CREDIT CARD
PROCESSING SERVICES BY AND BETWEEN
FIRST DATA SERVICES, LLC AND THE STATE OF NEW HAMPSHIRE**

This Amendment ("Amendment") is made and entered into by and between First Data Services, LLC ("FDS"), as assignee of Paymentech, LLC, (collectively, "FDS") and the State of New Hampshire, Department of Administrative Services, located at 25 Capitol Street, Concord, New Hampshire 03301 ("State") as of this 24 day of May, 2013, to amend and supplement that certain Statewide Contract for Credit Card Processing Services Contract (State Contract #8000292) between the parties dated July 16, 2008 (the "Agreement").

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FDS and State do hereby agree as follows:

- I. The term of the Agreement shall be extended through September 1, 2013.
- II. **Agreement Confirmation.** Except as otherwise amended hereby, the Agreement is hereby ratified in all respects and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their authorized officers, all as of the day and year first written above.

FIRST DATA SERVICES, LLC

By: Ed Sykes
Ed Sykes
(Print Name)

Title: SVP

Date: 5/24/13

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 24th day of May, 2013,
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

Ed Sykes

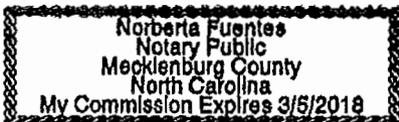
And acknowledge that he executed this
document indicated above.

In witness thereof, I hereunto set my hand
and official seal.

Norberta Fuentes
(Notary Public/Justice of the Peace)

My commission expires:

[Date]



STATE OF NEW HAMPSHIRE

By: Linda M. Hodgdon
Linda M. Hodgdon
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 6/6/13

OFFICE OF THE ATTORNEY GENERAL

By: Michael K. Brown
Michael K. Brown
(Print Name)

Title: Sec. Assist. # 6

Date: 6/4/13

The foregoing contract was approved by
the Governor and Council of New
Hampshire on

Signed: _____

(Print Name)

Title: _____

Banc of America Merchant Services, LLC

Secretary's Certificate

I, JoAnn Carlton, Secretary of Banc of America Merchant Services, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("BAMS"), do hereby certify as follows:

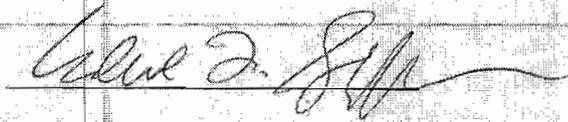
The Senior Vice President of Large Corporate Sales is duly authorized to execute and deliver contracts and other instruments on behalf of BAMS and its wholly owned subsidiaries First Data Services LLC and BA Merchant Services, LLC, as he deems necessary or desirable subject, at all times, to the applicable policies of BAMS and other limitations on its officers' authority.

The following person is duly elected, qualified and acting Senior Vice President of Large Corporate Sales for BAMS, he is now serving in such capacity, and his signature as set forth below is genuine:

Name

Signature

Edward F. Sykes



IN WITNESS WHEREOF, I have signed this Secretary's Certificate on May 30, 2013

By:



JoAnn Carlton, Secretary

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that First Data Services LLC a(n) Delaware limited liability company registered to do business in New Hampshire on June 12, 2013. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of June, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street - Room 120
Concord, New Hampshire 03301

Item # 23
7/16/08

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

June 27, 2008

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, N.H. 03301

REQUESTED ACTION

The Department of Administrative Services, request approval to enter into a statewide agreement with Paymentech, LLC, of Dallas, Texas, (Vendor #116770) to provide financial card processing services. The contract shall begin on July 16, 2008 and end on June 30, 2013.

Funding for this service shall be paid through a nominal transaction fee as detailed in the contract that is deducted from the gross revenue of each respective transaction.

EXPLANATION

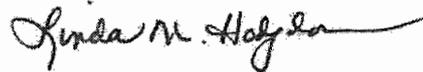
This contract is required to provide financial card processing services, to enable State Agencies to accept credit cards, debit cards or stored value cards for the purchase or payment of registrations, fees, fines, goods and services. In September of 2007, the Bureau of Purchase and Property issued a request for proposals for credit card processing services

On November 7, 2007, seven firms submitted proposals and were considered to provide financial card processing services. The evaluation committee consisted of representatives from the Bureau of Purchase and Property, Office of Information Technology Management (OIT), Treasury, Liquor Commission and the Secretary of State. The proposals were evaluated in the following categories: pricing, response to a vendor questionnaire, and technical qualifications. The evaluation committee reduced the amount of firms to three. Presentations were held with the following three (3) firms in late November of 2008. Chase Paymentech Solutions, Citizens Bank and Fifth Third Processing Solutions.

His Excellency, Governor John H. Lynch
And the Honorable Council
June 27, 2008
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Based on the evaluation criteria, Paymentech was chosen as the highest scoring proposal. The evaluation committee utilized consensus scoring in order to assure that the perspective of each committee member received proper consideration during scoring deliberations. Each committee member brings different strengths and knowledge to the table that the other members of the committee quite often may not be aware of. This allows thorough discussion and weighing of the different perspectives during the scoring process. Attached is a copy of the scoring sheet.

Respectfully Submitted,



Linda M. Hodgdon,
Commissioner

LMH/MC

Explanation of Statewide Credit Card Processing Evaluation Committee

Members of the evaluation/selection committee were selected based on their expertise with financial card processing services. Two representatives were selected from the Department of Treasury, one from the Office of Information Technology Management one from the Bureau of Purchase and Property and two individuals from the state agencies that utilize financial card processing services.

Catherine Provencher, State Treasurer, 23 years of state service

As State Treasurer, Ms. Provencher is responsible to maintain records of all funds received into and paid from the state treasury. With her extensive experience in finance, Ms. Provencher provides valuable insight to the committee evaluating the financial status and procedures of prospective companies.

Rachel Miller, Chief Deputy State Treasury, 12 years of state service

As part of her duties as Chief Deputy State Treasurer, Ms. Miller works very closely with banks and financial institutions in a variety of areas, including credit card processing companies bringing valuable experience to the committee.

Robert Lawson, Purchasing Agent, 9 years of state service

Mr. Lawson is currently the contract manager for financial card processing services. As the contract manager Bob brings his experience with the financial card processing as well as his purchasing expertise to the committee

Theresa Pare Curtis, Director, Web Services Division, Office of Information Technology Management, 21 years of state service

Ms. Curtis is our technical expert as she currently oversees the IT portion of financial card processing services for several state agencies. She is heavily involved with our financial card processing contract and has a good working knowledge of financial card processing services.

Nancy Swett, Accountant I, Secretary of State of New Hampshire, 5 years of state service

The Secretary of State is one of our major users of financial card processing services and Ms. Swett currently manages the financial card processing for them. Her practical experience with credit card processing is a great asset to the committee.

George Tsiopras, Chief Financial Officer, Liquor Commission, 14 years of state service.

At approximately \$260,000,000 in financial card sales annually, the Liquor Commission is our largest customer. As CFO, Mr. Tsiopras is heavily involved with the financial card processing and provides great financial knowledge to the committee.

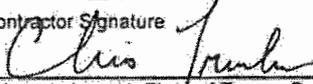
Subject: Credit Card Processing Services

AGREEMENT

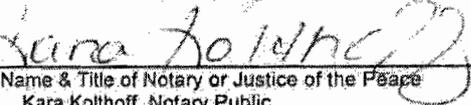
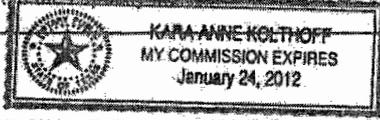
The State of New Hampshire and the Contractor hereby mutually agree as follows:

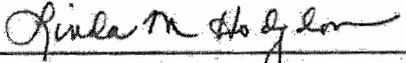
GENERAL PROVISIONS

1. Identification and Definitions:

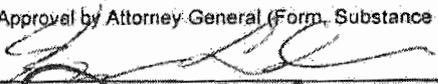
1.1 State Agency Name Administrative Services	1.2 State Agency Address 25 Capitol Street, Room 120 Concord, NH, 03301
1.3 Contractor Name Paymentech, LLC ("Paymentech" or "Contractor")	1.4 Contractor Address 14221 Dallas Parkway, Building II Dallas, Texas 75254
1.5 Account No. N/A	1.6 Completion Date June 30, 2013
1.7 Audit Date N/A	1.8 Price Limitation \$25,000,000.00
1.9 Contracting Officer for State Agency Robert Lawson	1.10 State Agency Telephone Number (603) 271-3147
1.11 Contractor Signature 	1.12 Name & Title of Contractor Signor Chris Trunks, Executive Vice President and Chief Admin. Officer
1.13 Acknowledgment: State of Texas, County of Dallas	

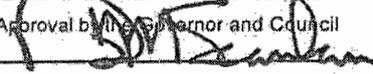
On June 27, 2008, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 	
1.13.2 Name & Title of Notary or Justice of the Peace Kara Kolthoff, Notary Public	

1.14 State Agency Signature(s) 	1.15 Name/Title of State Agency Signer(s) Linda M. Hodgdon, Commissioner Dept. of Administrative Services
---	---

1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants)
By: _____ Director, On: _____

1.17 Approval by Attorney General (Form, Substance and Execution)
By:  Assistant Attorney General, On: 7/2/08

1.18 Approval by the Governor and Council
By:  **DEPUTY SECRETARY OF STATE** On: JUL 16 2008

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").

3. EFFECTIVE DATE: COMPLETION OF SERVICES.
3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date").
3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the contractor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. Subject to any post termination obligations set forth in the Contract Documents, all services must be completed by the date specified in block 1.6.

4. CONDITIONAL NATURE OF AGREEMENT: Notwithstanding anything in this agreement to the contrary, in no event shall the State be required to perform any obligations under the Contract in the absence of requisite constitutional, statutory, and/or regulatory authority authorizing the State to perform any such obligations, including but not limited to, payment obligations.

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

5.2 The payment by the State of the contract price shall be the only, and the complete, reimbursement to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. Except for any obligation to pay fines levied by the Payment Brands as expressly permitted under the Contract Documents, the State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances (including data compromise liability), in no event shall the total of all payments authorized, or actually made, hereunder exceed the price limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. In addition, the vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

6.3 If this agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of this Agreement.

7. PERSONNEL

7.1 The performance of the Services shall be carried out by employees of the Contractor. The Contractor shall at its own expense, provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contractor shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT, REMEDIES.

8.1 Anyone or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Events of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Contractor notice of termination; and

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor; and

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and

8.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion to the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT, DELEGATION AND SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State, except that Contractor may assign this Agreement to an entity (i) qualified under the Payment Brand Rules to perform Contractor's obligations hereunder; and (ii) owned, in whole or in part, by one or more of Contractor's current owners (JPMorgan Chase & Co. and First Data). Contractor or Assignee shall provide the State with prior written notice of any such assignment.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the negligent acts or omissions of the Contractor.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement. Furthermore, Contractor agrees to indemnify the State and its officers and employees from any losses, liabilities, and damages of any and every kind (including, without limitation, the State's costs, expenses, and reasonable attorneys' fees) arising out of any Cardholder complaint or Chargeback related to (i) any failure by Contractor to properly safeguard the Cardholder's account information, (ii) Contractor's failure to deliver funds processed by Contractor in accordance with the terms of the Contract (which relates to payments due from us for Sales Data), or (iii) any voluntary or involuntary bankruptcy or insolvency proceeding by or against Contractor. This indemnification does not apply to any claim or complaint relating to the State's failure to resolve a payment dispute concerning merchandise or services sold by the State or the State's negligence or willful misconduct. The indemnification provided hereunder shall survive the termination of the Contract.

14. INSURANCE AND BOND.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **WAIVER OF BREACH.** No failure by either party to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other default on the part of the defaulting party.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, above.

17. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

18. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

19. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.

20. SPECIAL PROVISIONS. The additional provisions set forth in EXHIBITS A, B, C, D, E and F hereto are incorporated as part of this Contract, and shall govern the parties' obligations under this Contract in accordance with the Order of Precedence set forth in Exhibit A, Statement of Work, Section 1.2.

21. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

State of New Hampshire
Department of Administrative Services
Bureau of Purchase and Property
Statewide Contract for Credit Card Processing Services
Contract 172-08

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State of New Hampshire
Department of Administrative Services
Bureau of Purchase and Property
Statewide Contract for Credit Card Processing Services
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DEFINITIONS.

Capitalized terms used in this Contract shall have the meanings given below:

ACH/EFT	Automated Clearing House/electronic funds transfer; often used interchangeably; an ACH payment is a form of electronic funds payment that is sent from one bank to another via the ACH network which is federally regulated and operates pursuant to the rules and standards set by National Automated Clearing House Association (NACHA)
“Association Rules” or “Payment Brand Rules”	Payment Brand bylaws, rules and regulations, as well as the PCI DSS, as they exist from time to time, as published in various locations including but not limited to: (i) http://www.usa.visa.com/download/merchants/rules_for_visa_merchants.pdf?it-

State of New Hampshire
Department of Administrative Services
Bureau of Purchase and Property
Statewide Contract for Credit Card Processing Services
Contract 172-08

	<p>r/merchants/new_acceptance/merchant_responsibility.htm Rules%20for%%20Visa%20Merchants</p> <p>(ii) http://www.mastercard.com/us/merchant/how_works/merchant_rules.html; and</p> <p>(iii) https://www.pcisecuritystandards.org/tech/download_the_pci_dss.htm.</p>
“Payment Instrument”	An account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that Merchant accepts from Customers. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates, credit accounts and the like.
“Payment Instrument Information” or “Customer Information”	Personal information related to a Customer or the Customer’s Payment Instrument, that is obtained by Merchant from the Customer’s Payment Instrument, or from the Customer in connection with his or her use of a Payment Instrument (for example: a security code, a PIN number, or the customer’s Zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a Customer’s name, Payment Instrument account number and expiration date, date of birth, PIN data, security code data such as CVV2 or CVC2, and any data read, scanned, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically or otherwise stored thereon.
Customer	The person or entity to whom a Payment Instrument is issued or who is otherwise authorized to use a Payment Instrument
Chargeback	A reversal of a Transaction the Merchant previously presented to Paymentech, pursuant to the Payment Brand Rules.
Confidential Information	Information the parties must keep confidential from unauthorized disclosure as described in Exhibit C.
Contract or Agreement	Statewide Contract for Credit Card Processing Services, Contract No. 172-08
Contract Documents	Documents that comprise this Contract, as identified in Exhibit A, <i>SOW</i> , Section 1.1.

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Contract Manager	The persons identified by the State and Contractor in Exhibit A, <i>SOW</i> , Section 5.1.
“Contractor” or “Paymentech”	Paymentech, LLC.
DAS	N.H. Department of Administrative Services
Debit	A charge against a bank account
“Electronic Check” or “E-Check”	A generic term for a non-credit/debit card payment that results in an ACH debit to a customer's account and credit to a Merchant's account
Effective Date	The date on which this Contract takes effect upon Governor and Executive Council approval.
Extended Term	The period extending the Initial Contract Term.
Form P-37	The State of New Hampshire standard form contract, Form P-37, <i>General Provisions</i> .
Fully loaded	Rates that are inclusive of all expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Initial Term	The period from the Effective Date through the initial completion date set forth in Paragraph 1.6 of the Form P-37.
IP	Internet Protocol
“Merchant” or “Merchants”	The State of NH entities identified in Exhibit A-2, <i>Merchants</i> , as modified from time to time by the State, in writing, during the Initial Term and any Extended Term(s).
Merchant Account	Merchant settlement bank accounts assigned by the Treasurer, as amended by the Treasurer from time to time in writing.
“Merchant ID Number” or “Merchant Identification Number”	An identification number assigned by the Contractor to an individual Merchant.
Non-Exclusive Contract	A contract that does not restrict the State from seeking alternative contractors or sources for the products and services provided under this Contract.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.

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Not to Exceed Contract	A contract that has a fixed price limitation.
Notice to Proceed	The State Contract Manager's written direction to the Contractor to begin work on this Contract on a specified date and time.
NOW	A type of stored value card
Order of Precedence	The order in which Contract Documents govern in the event of any conflict or ambiguity among them.
Payment Brand or Association	Any payment method provider whose payment method is accepted by Contractor for processing, including, but not limited to, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers.
Payment Brand Transaction Fees	Card processing fees charged by Payment Brands on a per transaction basis. Payment Brand Transaction Fees do not include fines levied by the Payment Brands.
"Payment Card Industry Data Security Standards" or "PCIDSS"	A set of security standards established by Payment Card Industry Security Standards Council
"Payment Application Data Security Standard" or "PA-DSS"	A set of security standards established by the Payment Card Industry Security Standards Council mandating specific guidelines for building secure payment applications
PCI Security Standards Council	The PCI Security Standards Council is an open global forum for the ongoing development, enhancement, storage, dissemination and implementation of security standards for account data protection.
"POS" or "Point of Sale"	Point of sale device used for the acceptance of Payment Instruments and the transmission of Transaction Data to Paymentech.
Proposal	The Contractor's written proposal submitted to the State in response to RFP 172-08.
"RFP" or "Request for Proposal"	Request For Proposal 172-08 issued by the N.H. Department of Administrative Services.
Transaction Data	Electronic record of a sale representing payment by use of a Payment Instrument.
Services	The services and products Contractor shall furnish the State under this Contract.

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“Statement of Work” or “SOW”	Exhibit A, <i>Statement of Work</i> .
“State” or “State of New Hampshire”	The State of New Hampshire, DAS and/or Merchants, as applicable.
“State Fiscal Year” or “SFY”	The New Hampshire State Fiscal Year which begins on July 1 st and ends on June 30 th of the following calendar year.
Payment Transaction	A transaction conducted between a Customer and Merchant utilizing a Payment Instrument in which consideration is exchanged between the Customer and Merchant
Treasurer	State of N.H. Treasurer
Wire Transfer	Electronic transfer of funds with settlement the same business day.
Retrieval Request	A request for information from a Customer or Payment Brand relating to a claim or complaint concerning a Payment Transaction
Service Provider	Any party that processes, stores or transmits Payment Instrument Information on Merchant’s behalf, including, but not limited to agents, business partners, contractors and subcontractors
“Security Guidelines” or “Security Standards”	Any rule, regulation, standard or guideline published, provided, or amended from time to time, by the Payment Brands or the Payment Card Industry Security Standards Council (“PCI SSC”), including but not limited to the PCI DSS, PA DSS, Visa’s Cardholder Information Security Program, Discover’s Information Security & Compliance Program, American Express’s Data Security Operating Policy, MasterCard’s Site Data Protection Program, Visa’s Payment Application Best Practices, MasterCard’s POS Terminal Security program, and the Payment Card Industry PIN Entry Device Standard
Stored Value Transaction	A Payment Transaction utilizing a Payment Instrument issued by or on the behalf of a Merchant in which a Customer receives value from the Merchant in exchange for consideration from the Customer

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EXHIBIT A - STATEMENT OF WORK

1. CONTRACT

1.1 Contract Documents.

This Contract consists of the following Contract Documents:

Form P-37	General Provisions
Exhibit A	Statement of Work
Exhibit A-1	Services
Exhibit A-2	Merchant Identification Table
Exhibit B	Compensation
Exhibit C	Special Provisions
Exhibit D	Training
Exhibit E	RFP 172-08 Statewide Contract for Credit Card Processing Services, dated 9/5/07, with Addendums 1 through 7 incorporated herein by reference as if fully set forth herein
Exhibit F-1	Select Merchant Payment Card Processing Agreement (Government Entity)
Exhibit F-2	Merchant Operating Guide - General Rules Applicable to all Payment Transactions
Exhibit F-3	Merchant Operating Guide - Specialized Rules for Retail Payment Transactions
Exhibit F-4	Merchant Operating Guide - Specialized rules for Mail Order Telephone Order, and Internet Payment Transactions
Exhibit F-5	Merchant Operating Guide - Specialized Rules for Stored Value and Loyalty Transactions
Exhibit G	Certificate of Good Standing
Exhibit H	Certificate of Authority
Exhibit I	Certificate of Insurance
Exhibit J	Proposal Transmittal Form Letter
Exhibit K	FORM Letter of Credit

1.2 Order of Precedence

In the event of conflict or ambiguity among any of the Contract Documents, the following Order of Precedence shall govern:

- a. Form P-37, *General Provisions*, as modified in Exhibit C, *Special Provisions*;
- b. Exhibits A, B and D
- c. Exhibits F-1 through F-5
- d. Exhibit E, G, H, I and J

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1.3 Non-Exclusive Contract

This is a Non-Exclusive Contract. Notwithstanding any provision of this Contract to the contrary, the State, at its sole discretion, may retain other contractors or other sources to provide Services procured under this Contract.

1.4 Not to Exceed Contract

This is a Not to Exceed Contract. The State shall pay the Contractor for the Services in accordance with Exhibit B, *Compensation*. Notwithstanding any other provision of this Contract to the contrary, and except for Merchant's obligation to pay fines levied by the Payment Brands as expressly permitted under the Contract Documents, in no event shall payments for Services rendered under this Contract exceed the price limitations set forth in paragraph 1.8 of the Form P-37, *Price Limitation* which is twenty-five million dollars (\$25,000,000).

2. CONTRACT TERM/COMMENCEMENT OF WORK

The Initial Term of this Contract shall commence on the Effective Date or July 16, 2008, whichever is later, and extend through June 30, 2013. The State, at its option, may extend the Initial Term for one (1) additional Extended Term of two years, if the parties reach agreement on compensation for the Extended Term(s). In no event shall any Extended Term(s) extend beyond June 30, 2015. Upon the commencement of this Contract (i.e. on the later of the Effective Date or July 16, 2008), all previous contracts between Contractor and the State, including but not limited to Contract # 715067, shall terminate and the terms of this Contract shall control. 16 CT

The Contractor shall commence full performance of the Services on July 16, 2008 at 12:01 a.m. Time is of the essence in the performance of the Contractor's obligations under this Contract.

If the Contractor commences the Services contemplated in the Contract before the Effective Date, such work shall be performed at the sole risk and expense of the Contractor, and the State shall be under no obligation to pay the Contractor for any costs, expenses or work performed prior to the Effective Date, including, but not limited to, any expenses and costs incurred by the Contractor or any Subcontractor(s).

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3. SERVICES

The Contractor shall furnish the State with the Services required under this Contract, as more fully set forth in the Contract Documents.

4. COMPENSATION

The Contract price, method of payment, and terms of payment are set forth in Exhibit B - *Compensation*.

5. CONTRACT MANAGEMENT

The Contractor shall be responsible for managing the Contract to its successful completion.

5.1 Contractor Contract Manager

The Contractor shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. The Contractor's Contract Manager is:

Donnie Wells
Client Account Executive
14221 Dallas Parkway, Suite 500, Dallas, Texas 75254
TEL: (888) 262-9343, Ext. 3564
FAX: (214) 849-3507
EMAIL: Donnie.wells@chasepaymentech.com

5.2 Contractor Point Of Contact

5.2.1 The Contractor shall assign a Contractor Point of Contact. The Contractor's selection of the Contractor Point of Contact shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, review of the proposed Contractor Point of Contact resume, qualifications, references, and an interview. The State may require removal or reassignment of this Contractor Point of Contact who, in the sole judgment of the State, is unacceptable to the State or is not performing to the State's satisfaction.

5.2.2 The Contractor Point of Contact shall have full authority to make binding decisions under this Contract, and shall function as this Contractor's representative for administrative and management matters. The Contractor Point of Contact shall be available to promptly respond to inquiries from the State during Normal Business

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Hours. The Contractor Point of Contact shall work diligently and use his/her best efforts on the Contract. The Contractor Point of Contact shall be qualified to perform the obligations required of the position under this Contract.

5.2.3 The Contractor shall not change its assignment of this Contractor Point of Contact without providing the State written notice. The replacement Contractor Point of Contact shall have comparable or greater skills than the Contractor Point of Contact replaced, and meet the requirements of this Contract.

5.2.5 The Contractor Point of Contact is:

Anna Scott
Vice President/Group Manager, Retail Relationship Management
14221 Dallas Parkway, Dallas, Texas 75254
TEL:(214) 849-3226
FAX: (214) 849-3507
EMAIL: anna.scott@chasepaymentech.com

5.3 State Contract Manager

The State shall assign a contract manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Robert Lawson
NH Department of Administrative Services
25 Capitol Street
Concord, NH 03301
TEL: (603) 271-3147
FAX: (603) 271-2700
EMAIL: ROBERT.LAWSON@NH.GOV

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EXHIBIT A-1 - SERVICES

1. GENERAL PROCESSING REQUIREMENTS

1.1 Card Processing.

Contractor shall provide payment processing services, (authorization, settlement, conveyance and reporting) for Visa, MasterCard, American Express and Discover, and other Payment Instruments whose payment method Contractor accepts for processing.

1.2 Security.

Contractor shall insure security on all transmissions of Transaction Data from Contractor to the Payment Brands. In accordance with Exhibit F-1, the State shall insure security on all transmissions of Transaction Data from the Merchant to Contractor. To the extent applicable, Contractor and the State shall comply with all Payment Brand Rules and Security Standards. Contractor shall use commercially reasonable efforts to timely notify the State Contract Manager in writing of all changes in the Payment Brand Rules that apply to the State. Upon the written request of the State, and at the Contractor's sole expense, Contractor shall provide the State with a copy of Contractor's SAS 70 certification and any other documentation supporting Contractor's compliance with applicable Security Standards.

1.3 Settlement.

The Treasurer shall assign Merchant Accounts for settlement of all Merchant activity. Contractor shall not assign any Merchant Identification Numbers without prior written notification to the State Treasurer, and without prior Merchant Account designation from the Treasurer.

1.3.1 Settlement Transmission. Contractor shall transmit settlement data over the same link as it transmits authorization data.

1.3.2 Duplicate Charges and Transactions. Contractor shall correct duplicate charges and transactions within twenty-four (24) of their detection or notification. To the extent additional action is required of the Merchant, Contractor shall notify the affected Merchant(s) of each duplicate charge and transaction. The Contractor shall be liable for any costs incurred by the customers because of duplicate charges or transactions to the extent they are caused by failures within the Contractor's proprietary card processing system.

1.3.3 Settlement of Fees, Assessments, and Other Charges. Contractor shall use commercially reasonable efforts to not settle or clear any fees, assessments, and other charges in any Merchant Accounts that are not attributable to the State or that particular Merchant's Transaction Data.

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1.3.4 Credit Card Deposit. Unless otherwise set forth herein, Contractor shall settle all Transactions into the Merchant Accounts within forty-eight (48) hours of successful batch submission.

1.3.5 Cash Based Deposit. Unless otherwise set forth herein, Contractor shall settle all cash based Transactions (e.g. PIN debit transactions or electronic check transactions) within twenty-four (24) hours of successful batch submission.

1.3.6 Deposit Processing Liability. The State authorizes Contractor to initiate electronic credit and debit entries and adjustments to the Merchants' Settlement Accounts at any time. This authority will remain in full force and effect until Contractor notifies the State that all monies due from the State under this Contract have been paid in full. Contractor will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or the Merchant's bank.

1.4 Reconciliation of Receipts.

All receipts into Merchant Accounts shall be capable of reconciliation by Merchants through daily reports and their respective Merchant ID Numbers.

1.5 Representation

The Contractor Point of Contact shall be available to the Merchants through a toll free number and electronic mail during Normal Business Hours.

2. REPORTING REQUIREMENTS

Contractor shall provide the State Contract Manager and the Treasurer a monthly sales report that provides an accurate accounting of monthly and year to date sales, fees, rates, other charges, and transaction volume for each Merchant ID Number, totaled for each Merchant. To the extent feasible under Contractor's reporting systems, the State may change or modify the information requested in these reports.

The Contractor shall provide these reports by the 10th business day of each month, for the previous month. Failure to provide these monthly reports in a timely manner shall be considered an event of default.

To the extent permitted under Contractor's current reporting systems, Contractor shall have the capability to provide special reports as required at no additional cost. Individual Merchants may request reporting on occasion or on a regular

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basis. Contractor shall not be required to develop additional reporting systems to accommodate the State's request for special reports.

2.1 System Requirements.

The Contractor shall provide reports to the State using an Internet based/on-line reporting system. The Contractor's Internet based/on-line reporting system must have the capability to provide sales, payment, and accounting details for each Merchant ID.

2.2 Reporting to Merchants and the Treasurer

2.2.1 Contractor shall provide daily and monthly transaction reports of all transactions, including a report if there are no transactions.

2.2.2 Contractor shall provide online web access to Merchants including, but not limited to, current plus 24 months historical data, that includes:

- Transaction type
- Dollar amount of transaction with any fees associated broken out and labeled
- Date and time of transaction
- Date of settlement
- Subtotal by type by day by Merchant
- Full Credit Card number and authorization number

2.3 On-Line Charge Back Reporting

Contractor shall provide Merchants with immediate online access to outstanding Retrieval Requests and Chargebacks. Contractor shall allow and provide for a fully electronic online Chargeback system that shall accept electronic signatures and electronic support files to satisfy outstanding Retrieval Requests and Chargebacks.

2.4 Ad Hoc Reports

To the extent feasible under Contractor's reporting systems' parameters, Contractor shall provide Merchants with the ability to generate ad hoc reports with extracted information based on user-defined parameters.

2.5 Data Export

The Contractor shall provide data export capabilities to Microsoft Excel, Microsoft Access and CSV format.

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3. FUNCTIONAL REQUIREMENTS AND CAPABILITIES

3.1 Access Methods

3.1.1 Communications. Contractor shall accommodate dial-up, direct connection and Internet technologies as required by each Merchant.

3.1.2 Notwithstanding routine scheduled maintenance, of which the State has been previously notified, the Contractor shall ensure 99.999% up time or better.

3.1.3 The Contractor's network shall be secure and diverse with no single point of failure.

3.1.4 Dial-up shall run on a toll free telephone number. Contractor shall ensure sub 20-second authorization time for dial-up connections; however, Contractor shall not be liable for delays in authorization response times caused by the Payment Brands or card issuing banks.

3.1.5 Direct connection methods shall be IP based. Contractor shall ensure a sub 5-second authorization response time; however, Contractor shall not be liable for delays in authorization response times caused by the Payment Brands or card issuing banks.

3.1.6 Internet methods shall be IP based. Contractor shall ensure a sub 5-second authorization response time.

3.1.7 Interfaces. Contractor shall accommodate stand beside, integrated Internet browser and API based interfaces.

- Stand beside: Contractor shall supply the devices to be used or allow the use of Merchant owned devices, which shall provide magnetic stripe readers, PIN pads, and batch totals for the end of business.

- Integrated: To the extent that the Integrated solution utilized by the State has been certified to Contractor's system, Integrated solution shall talk directly to the P.O.S. software or allow the use of existing electronic payment systems.

- Internet browser: Contractor shall ensure the Merchant can create transactions and make corrections and adjustments as required via the Internet.

- Internet API: To allow a Merchant's Internet applications to interface with the Contractor's Electronic Payment System (EPS).

3.1.8 Processing Methods. Contractor shall accommodate and provide for Authorization Only and Capture methods for processing.

- Authorization Only: Merchant shall acquire authorizations from the

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Contractor and the Merchant shall submit transactions for all its locations as a batch at the end of the day for settlement purposes.

- Capture: Merchant shall acquire authorization and the Contractor shall capture all transaction information and submit transactions as instructed by the Merchant for settlement purposes.

3.2 Internet Processing and Electronic Files.

The Contractor shall work with the State's application development partners and contractors, as requested by the State, to integrate a payment interface, such as a web storefront or licensing application, with their credit card processing services over the Internet, as required by each Merchant.

3.3 Processing Equipment.

Contractor shall keep an inventory of the processing methods and all equipment used at each Merchant location.

4. NUMBERS

4.1 Structure

The Contractor shall provide the numeric structure and file formats of the Card numbers for each major card type, (for both retail and Internet), as well as any pending or known developments in standards external to Contractor's organization related to security and fraud prevention.

4.2 Identification

The Contractor shall allow separate Merchant Identification Numbers to be available for subparts of individual Merchants organization, as identified by a Merchant.

4.3 Compliance. The Contractor shall comply with all applicable Electronic Payment regulations regarding the use of transaction type.

5. MERCHANT SUPPORT SERVICES

Contractor shall provide complete Merchant support that includes:

5.1 Account Management.

The Contractor Point of Contact shall meet quarterly with the State Contract Manager to review and discuss past and future performance issues.

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5.2 Account Team Access.

Contractor shall establish telephone, facsimile, and Internet e-mail communications to enable the State to reach Contractor Contract Manager and Contractor Point of Contact or their respective staffs. The Contractor shall provide toll free numbers for telephone services on a statewide basis.

5.3 Billing Support.

The Contractor Contract Manager shall assist the State to resolve billing and other related discrepancies. If the Contractor subcontracts any or all of the products and/or services covered under this Contract, the Contractor Contract Manager shall remain central point of contact for all matters of ordering, billing, invoicing, and delivery. Use of a subcontractor in no way releases the Contractor of any responsibility or liability to the State under this Contract. Bills and invoices for services shall be issued by and payable to the Contractor. Contractor shall handle all questions related to billing or delivery regardless of whether a subcontractor is used.

5.4 New Service Request

The State may, at its option, request new services not covered under the Contract ("Future Services") during the Initial Term and any Extended Term(s) through the issuance of a new service request form ("NSR Form"). Contractor shall provide the State with a written proposal containing a detailed breakdown of the cost to provide the Future Services requested in the NSR Form, a proposed implementation plan for the Future Services that includes, without limitation, a timetable and detailed description of proposed scope of work ("NSR Proposal"). Upon approval by the State of the NSR Proposal, the parties shall amend this Contract to include the NSR as agreed to by the State ("NSR Amendment"). In the event that the price limitation in section 1.8 of the Form P-37 is exceeded, the NSR Amendment shall be subject to the prior approval of the Governor and Council pursuant to the Amendment process set forth in section 17 of the Form P-37.

5.5 Setup and Training.

The Contractor shall provide training to Merchant staff when setting up future Merchant ID Numbers. This training shall comply with the training requirements set forth in Exhibit D – Training.

5.6 Updates of Payment Brand Rules

Subject to Section 12 of Exhibit F-1 to the Contract, the Contractor shall use

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commercially reasonable efforts to promptly notify the State Point of Contact and State Contract Manager of all material and applicable updates to Payment Brand Rules. Contractor shall assist the State in becoming PCI compliant, serve as the liaison between Merchants and the various Payment Brands, assist in the completion of all forms, and host conference calls and meetings as needed by the Merchant.

5.7 Ongoing training

Contractor shall provide periodic training in accordance with Exhibit D – Training.

6. AGENCY SPECIFIC REQUIREMENTS

The State has multiple lines of business, each of which have their own unique requirements and processes that use differing environments (“Agency Specific Requirements”). These Agency Specific Requirements occur geographically throughout the State as well via Internet tools. The Contractor shall fully accommodate the Agency Specific Requirements existing on the Effective Date of this Contract at no additional cost to the State. Some of the varying business lines conducted by the State include, but are not limited to:

- Large retail operations (e.g. NH Liquor Commission)
- Payment of registrations (e.g. N.H. Department of Safety).
- Payment of tuition and fees (e.g. NH Community Technical College System)
- Payment of fines and fees (e.g. NH Motor Vehicle)
- Payment for licenses (e.g. N.H. Fish and Game)
- Payment to regulatory boards (e.g. Joint Boards, Accountancy, Nursing)
- Sale of lottery tickets (e.g. N.H. Lottery Commission)

Some of the Agency Specific Requirements include, but are not limited to:

6.1 Liquor Commission

The Liquor Commission currently uses ACR 5000 from ACR Systems in Jacksonville, FL for its POS and uses RITA 3.0 from Verifone, for its EPS software solution. Contractor shall accept the current environment.

6.2 Department of Safety

The Contractor shall provide for the Verifone and Hypercon terminals that are now in use within the N.H. Department of Safety. The N.H. Department of Safety is planning to allow for more use of credit cards by its customers.

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- A. The Contractor shall work with the municipalities to record their deposits and to set up training.
- B. The portion of the Transaction that belongs to a municipality settles into the municipality's bank account. Fees associated with the Transactions, debit directly into the State account.
- C. The Contractor shall itemize and provide to the State a report that details the revenue collected and processing fees assessed for each municipality.
- D. Transaction information appearing on the customer's monthly credit card statement shall contain municipality and location so the customer can contact the municipality for detailed information about the transactions.

6.3 Secretary of State.

- 1. Processing Requirements:
 - a. Processing day cut off time of 5:00 a.m.
 - b. Same processing requirements as the Liquor Commission through RITA
 - c. Require multiple Merchant ID Numbers
- 2. Transaction Report Requirements:
 - a. Reports shall be segregated by Merchant ID Number
 - b. Reports shall contain truncated card numbers in accordance with the Payment Brand Rules and PCI DSS
 - c. Notification of duplicate transactions
- 3. On-line transaction initiation and reporting and search functionality:
 - a. Ability to process fully-electronic Chargebacks
 - b. Ability to process fully-electronic reversals
 - c. Ability to search all transactions by credit card number, authorization number, transaction date, daily processing batch total with ability to view all transactions within a batch
 - d. Ability to search and view credit card expiration dates. (Required for processing reversals)

6.4 Department of Resources and Economic Development.

The equipment currently utilized by the N.H. Department of Resources and Economic Development is included below. Contractor shall accept the current environment or provide a mutually acceptable alternative at no additional cost to the State.

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Location	Hardware	Software	Processor
Cannon Tickets	Swipe Keyboards & PC's	Siriusware	Protobase, Paymentech
Forest Nursery	Paymentech Terminal	None	Paymentech
Natural Heritage	Web Based	Rita 3.0	Paymentech

6.5 Judicial Branch

The Judicial Branch is currently using Hypercom T7Ps and Nurit 2085 terminals. Contractor shall program terminals for automatic settlement. Future plans call for integrating credit card payment processing into the Odyssey case management software provided by Tyler Technology in Plano, Texas.

6.6 Service Providers and Payment Applications. Notwithstanding the foregoing Sections 6.1 – 6.5, the State must notify Contractor of its use of any Service Provider and Payment Applications, and, to the extent required by each Payment Brand, all Service Providers utilized by the State must be (i) compliant with all Security Standards applicable to Service Providers, and (ii) registered with and/or recognized by such Payment Brand(s) as being so compliant. The State agrees to exercise reasonable due diligence to ensure that all of its Service Providers, and any other agents, business partners, contractors, or subcontractors with access to Payment Instrument Information, maintain compliance with the Security Standards. To the extent required by each Payment Brand, all payment applications, or software involved in the processing, storing, receiving or transmittal of Payment Instrument Information, shall be (i) compliant with all Security Standards applicable to such payment applications or software, and (ii) registered with and/or recognized by such Payment Brand(s) as being so compliant.

7. SUPPLIES

Contractor shall provide all Merchants with credit card slips, signage, and manual imprinters at no additional charge.

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EXHIBIT A-2 – MERCHANT IDENTIFICATION TABLE

The Contractor shall provide the Services required under the Contract to Merchants designated by the State in Table 1 below. Notwithstanding any provision of this Contract to the contrary, the State may modify Table 1 to add or delete individual Merchants at any time during the Initial Term and any Extended Term(s) by providing written notice to Contractor, provided that all additional Merchants must be approved by Contractor.

TABLE 1

STATE OF NEW HAMPSHIRE

NH LIQUOR COMMISSION	NH LIQUOR STORE #46	46 NORTH MAIN STREET	ASHLAND	NH	03217
NH LIQUOR COMMISSION	NH LIQUOR STORE #55	BEDFORD GROVE PLAZA COLB	BEDFORD	NH	03102
NH LIQUOR COMMISSION	NH LIQUOR STORE #75	15 OLD STATE ROAD UNIT 1	BELMONT	NH	03220
NH LIQUOR COMMISSION	NH LIQUOR STORE #05	17 PLEASANT ST.	BERLIN	NH	03570
NH LIQUOR COMMISSION	NH LIQUOR STORE #44	20 LAKE STREET	BRISTOL	NH	03222
NH LIQUOR COMMISSION	NH LIQUOR STORE #22	44A ROUTE 13	BROOKLINE	NH	03033
NH LIQUOR COMMISSION	NH LIQUOR STORE #65	25 VINTINNER ROAD	CAMPTON	NH	03223
NH LIQUOR COMMISSION	NH LIQUOR STORE #12	RT 15 B SENTERS MP U I	CENTER HARBOR	NH	03226
NH LIQUOR COMMISSION	NH LIQUOR STORE #57	240 RTE 16B	CENTER OSS�PEE	NH	03814
NH LIQUOR COMMISSION	NH LIQUOR STORE #08	345 WASHINGTN ST RTE103	CLAREMONT	NH	03743
NH LIQUOR COMMISSION	NH LIQUOR STORE #18	151 MAIN STREET	COLEBROOK	NH	03576
NH LIQUOR COMMISSION	NH LIQUOR STORE #72	100 FORT EDDY ROAD	CONCORD	NH	03301
NH LIQUOR COMMISSION	NH LIQUOR COMM #99	50 STORRS ST.	CONCORD	NH	03301
NH LIQUOR COMMISSION	NH LIQUOR STORE #98	25 STORRS ST	CONCORD	NH	03301
NH LIQUOR COMMISSION	NH LIQUOR STORE #01	80 STORRS ST. AMES PLAZA	CONCORD	NH	03302
NH LIQUOR COMMISSION	ST OF NH - LIQUOR COMMIS	25 CAPITOL STREET	CONCORD	NH	03301
NH LIQUOR COMMISSION	NH LIQUOR STORE #23	234 WHITE MNTN HWY #9	CONWAY	NH	03818
NH LIQUOR COMMISSION	NH LIQUOR STORE #20	11 MANCHESTER ROAD	DERRY	NH	03038
NH LIQUOR COMMISSION	NH LIQUOR STORE #09	47 CHESTNUT STREET	DOVER	NH	03820
NH LIQUOR COMMISSION	NH LIQUOR STORE #43	ROUTE 11 TAPPAN STREET	FARMINGTON	NH	03835
NH LIQUOR COMMISSION	NH LIQUOR STORE #61	ROUTE 12 & 119 PO BX 111	FITZWILLIAM	NH	03447
NH LIQUOR COMMISSION	NH LIQUOR STORE #17	880 CENTRAL ST	FRANKLIN	NH	03235
NH LIQUOR COMMISSION	NH LIQUOR STORE #56	9 LAKE SHORE DR UNIT #1	GILFORD	NH	03249
NH LIQUOR COMMISSION	NH LIQUOR STORE #54	SHOPADE CTR PO BOX 166	GLEN	NH	03838
NH LIQUOR COMMISSION	NH LIQUOR STORE #58	605 MAST ROAD	GOFFSTOWN	NH	03102
NH LIQUOR COMMISSION	NH LIQUOR STORE #52	159 MAIN STREET	GORHAM	NH	03581
NH LIQUOR COMMISSION	NH LIQUOR STORE #26	PO BOX 42 ROUTE 3	GROVETON	NH	03582
NH LIQUOR COMMISSION	NH LIQUOR STORE #76	195 NORTH PO BOX 2081	HAMPTON	NH	11111
NH LIQUOR COMMISSION	NH LIQUOR STORE #73	195 SOUTH PO BOX 1993	HAMPTON	NH	03843
NH LIQUOR COMMISSION	NH LIQUOR STORE #35	HILLSBORO CNTR PO BX 163	HILLSBORO	NH	03244
NH LIQUOR COMMISSION	NH LIQUOR STORE #48	ROUTE 119 BOX 114	HINSDALE	NH	03451
NH LIQUOR COMMISSION	NH LIQUOR STORE #67	193 S 25 SPRINGER ROAD	HOOKSETT	NH	03106
NH LIQUOR COMMISSION	NH LIQUOR STORE #66	193 NORTH ROUTE 3A	HOOKSETT	NH	03106
NH LIQUOR COMMISSION	NH LIQUOR STORE #04	1271 HOOKSETT RD	HOOKSETT	NH	03106
NH LIQUOR COMMISSION	NH LIQUOR STORE #53	212 LOWELL RD	HUDSON	NH	03051
NH LIQUOR COMMISSION	NH LIQUOR STORE #36	80 PETERBOROUGH ST.	JAFFREY	NH	03452
NH LIQUOR COMMISSION	NH LIQUOR STORE #15	29 RALSTON ROAD	KEENE	NH	03431

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NH LIQUOR COMMISSION	NH LIQUOR STORE #37	199A MAIN ST.	LANCASTER	NH	03584
NH LIQUOR COMMISSION	NH LIQUOR STORE #11	12 CENTERRA PARKWAY	LEBANON	NH	03766
NH LIQUOR COMMISSION	NH LIQUOR STORE #71	90 CALEF HIGHWAY	LEE	NH	03824
NH LIQUOR COMMISSION	NH LIQUOR STORE #07	568 MEADOW STREET	LITTLETON	NH	03561
NH LIQUOR COMMISSION	NH LIQUOR STORE #74	34 NASHUA RD.	LONDONDERRY	NH	03053
NH LIQUOR COMMISSION	NH LIQUOR STORE #03	122 MCGREGOR ST.	MANCHESTER	NH	11111
NH LIQUOR COMMISSION	NH LIQUOR STORE #33	31 HAMEL DRIVE	MANCHESTER	NH	03104
NH LIQUOR COMMISSION	NH LIQUOR STORE #10	309 LINCOLN ST STE 309	MANCHESTER	NH	11111
NH LIQUOR COMMISSION	NH LIQUOR STORE #31	885 HANOVER STREET	MANCHESTER	NH	03104
NH LIQUOR COMMISSION	NH LIQUOR STORE #42	71 ROUTE 104 OLD PRV	MEREDITH	NH	03253
NH LIQUOR COMMISSION	NH LIQUOR STORE #59	356 DW HIGHWAY	MERRIMACK	NH	11111
NH LIQUOR COMMISSION	NH LIQUOR STORE #30	89 ELM STREET RTE 101 W	MILFORD	NH	03055
NH LIQUOR COMMISSION	NH LIQUOR STORE #27	300 MAIN STREET	NASHUA	NH	03060
NH LIQUOR COMMISSION	NH LIQUOR STORE #50	S GATE MALL 269 DW HWY	NASHUA	NH	03060
NH LIQUOR COMMISSION	NH LIQUOR STORE #69	27 COLISEUM AVENUE	NASHUA	NH	03063
NH LIQUOR COMMISSION	NH LIQUOR STORE #32	40 NORTHWEST BLVD.	NASHUA	NH	03063
NH LIQUOR COMMISSION	NH LIQUOR STORE #64	ROUTE 11 PO BOX 464	NEW LONDON	NH	03257
NH LIQUOR COMMISSION	NH LIQUOR STORE #24	52 JOHN STARK HWY.	NEWPORT	NH	03773
NH LIQUOR COMMISSION	NH LIQUOR STORE #47	NO. WOODSTOCK PLZ BOX 11	NO. WOODSTOCK	NH	03262
NH LIQUOR COMMISSION	NH LIQUOR STORE #68	LAFAYETTE RD VILLAGE CTR	NORTH HAMPTON	NH	03862
NH LIQUOR COMMISSION	NH LIQUOR STORE #51	ROUTE 38 PO BOX 10	PELHAM	NH	03076
NH LIQUOR COMMISSION	NH LIQUOR STORE #21	ONE JAFFREY RTE202 STE1	PETERBOROUGH	NH	03458
NH LIQUOR COMMISSION	NH LIQUOR STORE #45	16 WATER STREET	PITTSFIELD	NH	03263
NH LIQUOR COMMISSION	NH LIQUOR STORE #49	9 PLAISTOW RD.	PLAISTOW	NH	03865
NH LIQUOR COMMISSION	NH LIQUOR STORE #19	25 TENNEY MT HWY	PLYMOUTH	NH	03264
NH LIQUOR COMMISSION	NH LIQUOR STORE #38	605 US HWY 1 BYPASS	PORTSMOUTH	NH	03801
NH LIQUOR COMMISSION	NH LIQUOR STORE #06	800 ISLINGTON STREET	PORTSMOUTH	NH	03801
NH LIQUOR COMMISSION	NH LIQUOR STORE #62	ROUTE 27 RFD 2	RAYMOND	NH	03077
NH LIQUOR COMMISSION	NH LIQUOR STORE #77	360 STATE ROUTE 202	RINDGE	NH	03461
NH LIQUOR COMMISSION	NH LIQUOR STORE #14	LILAC MALL ROUTE 125	ROCHESTER	NH	03867
NH LIQUOR COMMISSION	NH LIQUOR STORE #34	417 SOUTH BROADWAY	SALEM	NH	03079
NH LIQUOR COMMISSION	NH LIQUOR STORE #41	LAFAYETTE BLVD PO BX 236	SEABROOK	NH	03874
NH LIQUOR COMMISSION	NH LIQUOR STORE #28	RTE 1A OCEAN BLVD	SEABROOK	NH	03874
NH LIQUOR COMMISSION	NH LIQUOR STORE #13	5 SOMERSWORTH PLAZA	SOMERSWORTH	NH	03878
NH LIQUOR COMMISSION	NH LIQUOR STORE #25	KINGS HWY PLZA KINGS HWY	STRATHAM	NH	03833
NH LIQUOR COMMISSION	NH LIQUOR STORE #70	RTE 12 TROY RD	SWANZEY	NH	03431
NH LIQUOR COMMISSION	NH LIQUOR STORE #40	32 AMES PLAZA LANE	WALPOLE	NH	03608
NH LIQUOR COMMISSION	NH LIQUOR STORE #02	913 GULF ROAD	WEST CHESTERFIELD	NH	03466
NH LIQUOR COMMISSION	NH LIQUOR STORE #60	10 BENNING DRIVE 12A	WEST LEBANON	NH	03784
NH LIQUOR COMMISSION	NH LIQUOR STORE #29	100 LANCASTER ROAD	WHITEFIELD	NH	03598
NH LIQUOR COMMISSION	NH LIQUOR STORE #63	SUITE 1 30 WARWICK ROAD	WINCHESTER	NH	11111
NH LIQUOR COMMISSION	NH LIQUOR STORE #39	35 CENTER STREET	WOLFEBORO FALLS	NH	03896
NH LIQUOR COMMISSION	NH LIQUOR STORE #16	1 FOREST ST.	WOODSVILLE	NH	03785
REMY COINTREAU USA	REMY COINTREAU USA	1290 6TH AVENUE	NEW YORK	NY	10104
DEPARTMENT OF SAFETY	NH DOSMARINE PATROL	3 HIGGINS ROAD	BELMONT	NH	03220
DEPARTMENT OF SAFETY	NH DOSLICLAONIA	BELKNAP MALLROUTE 3	BELMONT	NH	03220
DEPARTMENT OF SAFETY	NH DOSLICCLAREMONT	DMV OFFC MILL #1 WATER ST	CLAREMONT	NH	03743
DEPARTMENT OF SAFETY	NH DOSREGCLAREMNT	DMV OFFC MILL #1 WATER ST	CLAREMONT	NH	03743
DEPARTMENT OF SAFETY	NH DOSLICCOLEBROOK	TOWN HALL 10 BRIDE ST	COLEBROOK	NH	03576
DEPARTMENT OF SAFETY	NH FIRE STNDRDS -	222 SHEEP DAVIS RD	CONCORD	NH	03301

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	TRAINNG				
DEPARTMENT OF SAFETY	NH DOSREGCONCORD	10 HAZEN DRIVE	CONCORD	NH	03305
DEPARTMENT OF SAFETY	NH DOSTITLECONCORD	10 HAZEN DRIVE	CONCORD	NH	03305
DEPARTMENT OF SAFETY	NH DOSF.R.CONCORD	23 HAZEN DRIVE	CONCORD	NH	03305
DEPARTMENT OF SAFETY	NH DOSI.R.P.CONCORD	10 HAZEN DRIVE	CONCORD	NH	03305
DEPARTMENT OF SAFETY	NH DOSCONCRDMC RIDR	33 HAZEN DRIVE	CONCORD	NH	03305
DEPARTMENT OF SAFETY	NH DOSLICCONCORD	10 HAZEN DRIVE	CONCORD	NH	03305
DEPARTMENT OF SAFETY	NH DOSBSNSS OFFICECON	10 HAZEN DRIVE	CONCORD	NH	03305
NH DEPT OF SAFETY	NH COMPASS TOWNS	NH COMPASS TOWNS	CONCORD	NH	03305
NH-DEPARTMENT OF SAFETY	NH-DEPARTMENT OF SAFETY	10 HAZEN DR.	CONCORD	NH	03305
STATE OF NEW HAMPSHIRE	STATE OF NH DOSAFETY COM	10 HAZEN DRIVE	CONCORD	NH	03305
DEPARTMENT OF SAFETY	NH DOSLICEPPING	ROUTE 125	EPPING	NH	03042
DEPARTMENT OF SAFETY	NH DOSREGEPPING	ROUTE 125	EPPING	NH	03042
DEPARTMENT OF SAFETY	NH DOSLICGORHAM	551 GORHAM ROAD	GORHAM	NH	03581
DEPARTMENT OF SAFETY	NH DOSREGGORHAM	551 GORHAM ROAD	GORHAM	NH	03581
DEPARTMENT OF SAFETY	NH DOSREGKEENE	ROUTE 9	KEENE	NH	03431
DEPARTMENT OF SAFETY	NH DOSLICKEENE	ROUTE 9	KEENE	NH	03431
DEPARTMENT OF SAFETY	NH DOSLICLEBANON	ROUTE 4	LEBANON	NH	03766
DEPARTMENT OF SAFETY	NH DOSREGLEBANON	410 MIRACLE MILE SUITE 4	LEBANON	NH	03766
DEPARTMENT OF SAFETY	NH DOSREGMANCHSTR	815 CANAL STREET	MANCHESTER	NH	03060
DEPARTMENT OF SAFETY	NH DOSLICMANCHSTR	815 CANAL STREET	MANCHESTER	NH	03060
DEPARTMENT OF SAFETY	NH DOSLICMERRIMACK	HARRIS POND OFFC PRKRT 3	MERRIMACK	NH	03054
DEPARTMENT OF SAFETY	NH DOSLICMILFORD	4 MEADOW BROOK DR	MILFORD	NH	03055
DEPARTMENT OF SAFETY	NH DOSREGMILFORD	4 MEADOW BROOK DR	MILFORD	NH	03055
DEPARTMENT OF SAFETY	NH DOSREGDVER PNT	50 BOSTON HARBOR	NEWINGTON	NH	03801
DEPARTMENT OF SAFETY	NH SOALICDOVER PNT	50 BOSTON HARBOR	NEWINGTON	NH	03801
DEPARTMENT OF SAFETY	NH DOSLIC N HAVERHILL	RT 10 GRFTN CNTY CRT HSE	NORTH HAVERHILL	NH	03774
DEPARTMENT OF SAFETY	NH DOSREGROCHESTER	306 NORTH MAIN ST	ROCHESTER	NH	03867
DEPARTMENT OF SAFETY	NH DOSLICROCHESTER	306 NORTH MAIN ST	ROCHESTER	NH	03867
DEPARTMENT OF SAFETY	NH DOSLICSALEM	33 GEREMONTY DR	SALEM	NH	03079
DEPARTMENT OF SAFETY	NH DOSREGSALEM	33 GEREMONTY DR	SALEM	NH	03079
DEPARTMENT OF SAFETY	NH DOSLICMAMWORTH	ROUTE 16	TAMWORTH	NH	03886
DEPARTMENT OF SAFETY	NH DOSREGTAMWORTH	ROUTE 16	TAMWORTH	NH	03886
DEPARTMENT OF SAFETY	NH DOS TWIN MTNLICENSING	RT 302	TWIN MOUNTAIN	NH	03595
DEPARTMENT OF SAFETY	NH DOSREGTWIN MT	ROUTE 302	TWIN MOUNTAIN	NH	03595
STATE OF NEW HAMPSHIRE	NHDOSWINDHAMSCALES B	93 SOUTHBOUND	WINDHAM	NH	03087
JOINT BOARD	BOARD OF PROFSSNL ENGNRS	57 REGIONAL DR	CONCORD	NH	03301
JOINT BOARD	BOARD OF ARCHITECTS	57 REGIONAL DR	CONCORD	NH	03301
JOINT BOARD	BOARD OF LAND SURVEYORS	57 REGIONAL DR	CONCORD	NH	03301
JOINT BOARD	BOARD OF NATURAL SCIENTI	57 REGIONAL DR	CONCORD	NH	03301
JOINT BOARD	BOARD OF FORESTERS	57 REGIONAL DR	CONCORD	NH	03301
JOINT BOARD	BOARD OF PROFESSIONAL GE	57 REGIONAL DR	CONCORD	NH	03301
JOINT BOARD	BOARD OF PROFESSIONAL EN	57 REGIONAL DR	CONCORD	NH	03301
JOINT BOARD	BOARD OF LAND SURVEYORS	57 REGIONAL DR	CONCORD	NH	03301

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JOINT BOARD	BOARD OF ARCHITECTS	57 REGIONAL DR	CONCORD	NH	03301
JOINT BOARD	BOARD OF LICENSRE&CERT	57 REGIONAL DR	CONCORD	NH	03301
NH BANKING DEPARTMENT	NH BANKING DEPARTMENT	54B OLD SUNCOOK RD	CONCORD	NH	03301
NH BOARD OF ACCOUNTANCY	NH BOARD OF ACCOUNTANCY	78 REGIONAL DR	CONCORD	NH	03301
NH BOARD OF NURSING	NH BOARD OF NURSING	21 SOUTH FRUIT ST	CONCORD	NH	03301
NH DEPT OF AGR ONLINE	NH DEPT OF AGR ONLINE	25 CAPITOL ST.	CONCORD	NH	03301
NH DEPT TRANSPORTATION	NH DEPT TRANSPORTATION	7 HAZEN DR	CONCORD	NH	03302
NH FISH & GAME DPRTMNT	NH FISH & GAME DEPT.	2 HAZEN DRIVE	CONCORD	NH	03301
STATE OF NH LOTTERY	STATE OF NH LOTTERY	4 INTEGRA DR	CONCORD	NH	03301
NH SECRETARY OF STATE UCC	NH SEC OF STATE	25 CAPITAL ST 3RD FLOOR	CONCORD	NH	03301
NH SECRETARY OF STATE	NH SEC OF STATE	25 CAPITAL ST 3RD FL	CONCORD	NH	03301
NH VISITORS CENTER		107 N. MAIN ST.RM 119	CONCORD	NH	03301
CHRISTA MCAULIFFE PLAN	PLANETARIUM	2 INSTITUTE DR	CONCORD	NH	03301
NEW HAMPSHIRE SUPREME CO	NEW HAMPSHIRE SUPREME CO	1 NOBLE DR	CONCORD	NH	03301
STATE OF NH TREASURY DPT	TREASURY	25 CAPITOL ST RM 121	CONCORD	NH	03301
NH DEPT HEALTH MTPLE OFF	NH DEPT HEALTH MTPLE OFF	PARADE RD	LACONIA	NH	03246
AUBURN DISTRICT COURT	AUBURN DISTRICT COURT	5 PRISCILLA LANE	AUBURN	NH	03032
BERLIN DISTRICT COURT	BERLIN DISTRICT COURT	220 MAIN STREET	BERLIN	NH	03270
GORHAM DISTRICT COURT	GORHAM DISTRICT COURT	220 MAIN ST	BERLIN	NH	03570
STATE OF NH, BERLINFAMDI	STATE OF NEW HAMPSHIRE	220 MAIN ST	BERLIN	NH	03570
FAMILY DIVISION AT BRNTW	STATE OF NH COURTS	10 ROUTE 125	BRENTWOOD	NH	03833
ROCKINGHAM CNTY SUP CRT	STATE OF NH COURTS	10 ROUTE 125	BRENTWOOD	NH	03848
ROCKINGHAMCNTY PROB CRT	STATE OF NH COURTS	10 ROUTE 125	BRENTWOOD	NH	03848
CLAREMONT DISTRICT COURT	CLAREMONT DISTRICT COURT	TREMONT SQ, PO BOX 313	CLAREMONT	NH	03743
CLAREMONT FMLY DIVISION	COURTS	1 POLICE COURT SUITE 2	CLAREMONT	NH	03743
COLEBROOK DISTRICT COURT	COLEBROOK DISTRICT COURT	10 BRIDGE ST, PO BOX 5	COLEBROOK	NH	03576
STATE OF NH, COLEBROOKFA	NH COLEBROOK FAM DIV	17 BRIDGE ST	COLEBROOK	NH	03576
MERRIMACKCNTY PROBATE CRT	STATE OF NH COURTS	163 NO MAIN ST	CONCORD	NH	03301
STATE OF NH COURTS	ADM OFFICE OF THE COURTS	25 CAPITOL ST	CONCORD	NH	03301

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MERRIMACK CNTRYSUPCRT	STATE OF NH COURTS	163 NORTH MAIN ST	CONCORD	NH	03302
CONCORD DISTRICT COURT	CONCORD DISTRICT COURT	2 NOBLE DRIVE	CONCORD	NH	03302
NORTHERN CARROLL COUNTY	COURTS	BOX 940	CONWAY	NH	03818
FAMILY DIVISION AT DERRY	STATE OF NH COURTS	10 MANNING ST	DERRY	NH	03038
DERRY DISTRICT COURT	DERRY DISTRICT COURT	10 MANNING STREET	DERRY	NH	03038
STRAFFORDCNTYPROBATECRT	STATE OF NH COURTS	259 COUNTY FARM RD	DOVER	NH	03821
STRAFFORD CNTY SUP CRT	STATE OF NH COURTS	259 COUNTY FARM RD	DOVER	NH	03820
DOVER DISTRICT COURT	DOVER DISTRICT COURT	25 ST THOMAS STREET	DOVER	NH	03820
DURHAM DISTRICT COURT	DURHAM DISTRICT COURT	MAIN STREET	DURHAM	NH	03824
FRANKLIN DISTRICT COURT	FRANKLIN DISTRICT COURT	7 HANCOCK TERRACE	FRANKLIN	NH	03235
GOFFSTOWN DISTRICT COURT	GOFFSTOWN DISTRICT COURT	16 MAIN ST, PO BOX 129	GOFFSTOWN	NH	03045
HENNIKER DISTRICT COURT	HENNIKER DISTRICT COURT	7 LIBERTY HILL RD STE110	HENNIKER	NH	03242
HILLSBRGH DISTRICT COURT	HILLSBRGH DISTRICT COURT	27 SCHOOL ST, PO BOX 763	HILLSBORO	NH	03244
HOOKSETT DISTRICT COURT	HOOKSETT DISTRICT COURT	101 MERRIMACK STREET	HOOKSETT	NH	03106
JAFFREY DISTRICT COURT	JAFFREY DISTRICT COURT	7 KNIGHT ST, PO BOX 39	JAFFREY	NH	03452
KEENE DISTRICT COURT	KEENE DISTRICT COURT	3 WASHINGTON ST, BOX 364	KEENE	NH	03431
CHESHIRE CNTYSUPERIORCRT	STATE OF NH COURTS	12 COURT ST	KEENE	NH	03431
CHESHIRE CNTY PROBATE CR	STATE OF NH COURTS	12 COURT ST	KEENE	NH	03431
EXETER DISTRICT COURT	EXETER DISTRICT COURT	P O BOX 1149	KINGSTON	NH	03848
LACONIA DISTRICT COURT	LACONIA DISTRICT COURT	26 ACADEMY ST, BOX 1010	LACONIA	NH	03247
BELKNAP SUPERIOR COURT	STATE OF NH COURTS	64 COURT ST	LACONIA	NH	03246
BELKNAP CNTY PROBATE CRT	STATE OF NH COURTS	64 COURT ST	LACONIA	NH	03246
STATE OF NEW HAMPSHIRE	COURTS	BELKNAP CO CRTHOUSE 64CO	LACONIA	NH	03246
COOS PROBATE COURT	STATE OF NH COURTS	55 SCHOOL ST #104	LANCASTER	NH	03584
LANCASTER DISTRICT COURT	LANCASTER DISTRICT COURT	55 SCHOOL ST, STE 201	LANCASTER	NH	03584
COOS SUPERIOR COURT	STATE OF NH COURTS	55 SCHOOL ST #301	LANCASTER	NH	03584
STATEOF NH,LANCASTERFA	STATE OF NEW HAMPSHIRE	55 SCHOOL STREET	LANCASTER	NH	03584
FAMILY DIVISION AT LEBAN	STATE OF NH COURTS	38 CANTERRA PKWY	LEBANON	NH	03766
LEBANON DISTRICT COURT	LEBANON DISTRICT COURT	38 CENTERRA PARKWAY	LEBANON	NH	03766
LITTLETON DISTRICT COURT	LITTLETON DISTRICT COURT	134 MAIN STREET	LITTLETON	NH	03561
FAMILY DIVISION AT LITTL	STATE OF NH COURTS	134 MAIN ST	LITTLETON	NH	03561
HILLSBOROUGHCNTY SUPCRTN	STATE OF NH COURTS	300 CHESTNUT ST RM 127	MANCHESTER	NH	03101
MANCHESTER DIST COURT	MANCHESTER DIST COURT	35 AMHERST ST-PO BOX 456	MANCHESTER	NH	03105
MERRIMACK DISTRICT COURT	MERRIMACK DISTRICT COURT	BABAASIC RD, BOX 324	MERRIMACK	NH	03054
MILFORD DISTRICT COURT	MILFORD DISTRICT COURT	180 ELM STREET	MILFORD	NH	03055
GRAFTON CNTY PROBATE CRT	STATE OF NH COURTS	3785DRTMOUTH COLEGEHWY#3	N HAVERHILL	NH	03774
HAVERHILL DISTRICT COURT	HAVERHILL DISTRICT COURT	3785 DC HIGHWAY, BOX 10	N HAVERHILL	NH	03774
FAMILY DIV AT HAVERHILL	STATE OF NH COURTS	3785 DARTMOUTHCOLLHWY#9	N HAVERHILL	NH	03774
NASHUA DISTRICT COURT	NASHUA DISTRICT COURT	25 WALNUT STREET	NASHUA	NH	03060
HILLSBOROUGHCNTYSUPCRT S	STATE OF NH COURTS	30 SPRING ST	NASHUA	NH	03061

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NEW LONDON DIST COURT	NEW LONDON DIST COURT	MAIN ST, PO BOX 1966	NEW LONDON	NH	03257
SULLIVAN CNTY PROBATE CRT	STATE OF NH COURTS	14 MAIN ST	NEWPORT	NH	03773
NEWPORT DISTRICT COURT	NEWPORT DISTRICT COURT	55 MAIN STREET	NEWPORT	NH	03773
STATE OF NH, NEWPORT FAMD	COURTS	55 MAIN STREET #2	NEWPORT	NH	03772
STATE OF NH, CONWAY FAMD I	MANCHESTER DIST COURT	E CONWAY RD-RT 302	NORTH CONWAY	NH	03818
CARROLL CNTY PROBATE CRT	STATE OF NH COURTS	96 WATER VILLAGE RD #1	OSSIPEE	NH	03864
CARROLL CNTY SUPERIOR CRT	STATE OF NH COURTS	96 WATER VILLAGE RD BOX 3	OSSIPEE	NH	03864
STATE OF NH, OSSIPEE FAMD	STATE OF NEW HAMPSHIRE	96 WATER VILLAGE RD #2	OSSIPEE	NH	03864
SOUTHERN CARROLL	COURTS	96 WATER VILLAGE RD #2	OSSIPEE	NH	03864
PLAISTOW DISTRICT COURT	PLAISTOW DISTRICT COURT	14 ELM ST, PO BOX 129	PLAISTOW	NH	03865
FAMILY DIVISION AT PLYMO	STATE OF NH COURTS	26 GREEN ST	PLYMOUTH	NH	03264
PLYMOUTH DISTRICT COURT	PLYMOUTH DISTRICT COURT	26 GREEN STREET	PLYMOUTH	NH	03264
FAMILY DIV AT PORTSMOUTH	STATE OF NH COURTS	111 PARROTT AVE	PORTSMOUTH	NH	03801
PORTSMOUTH DISTRICT CT	PORTSMOUTH DISTRICT CT	111 PARROTT AVENUE	PORTSMOUTH	NH	03801
ROCHESTER DISTRICT COURT	ROCHESTER DISTRICT COURT	76 NORTH MAIN STREET	ROCHESTER	NH	03867
FAMILY DIV AT SALEM	STATE OF NH COURTS	35 GEREMONTY DR	SALEM	NH	03079
SALEM DISTRICT COURT	SALEM DISTRICT COURT	35 GEREMONTY DRIVE	SALEM	NH	03079
HAMPTON DISTRICT COURT	HAMPTON DISTRICT COURT	130 LEDGE RD	SEABROOK	NH	03874

BEAR BROOK STATE PARK	DRED	PO BOX 1856	ALLENSTOWN	NH	03302
UMBAGOG STATE PARK	DRED	PO BOX 1856	CAMBRIDGE	NH	03302
NH DRED NAT HERITAGE B	DRED	172 PEMBROKE RD	CONCORD	NH	03302
NH FORESTRY-DEPT RES &	DRED	PO BOX 1856	CONCORD	NH	03302
NH STATE PARKS HQ	DRED	PO BOX 1856	CONCORD	NH	03302
MOLLIDGEWOCK STATE PARK	DRED	PO BOX 1856	ERROL	NH	03302
LAFAYETTE STATE PARK	DRED	PO BOX 1856	FRANCONIA	NH	03302
FLUME STATE PARK	DRED	PO BOX 1856	FRANCONIA	NH	03302
CANNON MOUNTAIN SKI	DRED	ROUTE 3	FRANCONIA	NH	03580
ELLACOYA STATE PARK	DRED	PO BOX 1856	GILFORD	NH	03302
MOOSE BROOK STATE PARK	DRED	PO BOX 1856	GORHAM	NH	03302
MT WASHINGTON STATE PARK	DRED	PO BOX 1856	GORHAM	NH	03302
GREENFIELD STATE PARK	DRED	PO BOX 1856	GREENFIELD	NH	03302
HAMPTON STATE PARK	DRED	PO BOX 1856	HAMPTON	NH	03302
MONADNOCK STATE PARK	DRED	PO BOX 1856	JAFFREY	NH	03302
PAWTUCKAWAY STATE PARK	DRED	PO BOX 1856	NOTTINGHAM	NH	03302
WHITE LAKE STATE PARK	DRED	PO BOX 1856	OSSIPEE	NH	03302
LAKE FRANCIS STATE PARK	DRED	PO BOX 1856	PITTSBURG	NH	03302
CRAWFORD NOTCH STATE	DRED	PO BOX 1856	TWIN MOUNTAIN	NH	03302

TOWN OF BELMONT NH	COMPASS TOWNS	143 MAIN ST	BELMONT	NH	03220
TOWN OF BRISTOL NH	COMPASS TOWNS	239 LAKE ST	BRISTOL	NH	03222
TOWN OF CHICHESTER NH	COMPASS TOWNS	54 MAIN ST	CHICHESTER	NH	03258
TOWN OF CONCORD NH	COMPASS TOWNS	41 GREEN ST	CONCORD	NH	03301
TOWN OF DEERFIELD NH	COMPASS TOWNS	8 RAYMOND RD	DEERFIELD	NH	03037
TOWN/CITY OF FRANKLIN	COMPASS TOWNS	316 CENTRAL STREET	FRANKLIN	NH	03235

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TOWN OF NORTHUMBERLAND		3 STATE ST	GROVETON	NH	03582
TOWN OF HILL NH	COMPASS TOWNS	30 CRESCENT ST POB 251	HILL	NH	03243
TOWN OF BARTLETTNH	COMPASS TOWNS	RRI BOX 50 TOWN HALL RD	INTERVALE	NH	03845
TOWN OF KENSINGTON	COMPASS TOWNS	95 AMESBURY RD	KENSINGTON	NH	03833
TOWN OF MIDDLETON NH	COMPASS TOWNS	182 KINGS HWY	MIDDLETON	NH	03887
TOWN OF WOODSTOCK NH	COMPASS TOWNS	165 LOST RIVER ROAD	N WOODSTOCK	NH	03262
TOWN OF RAYMOND NH	COMPASS TOWNS	4 EPPING STREET	RAYMOND	NH	03077
TOWN OF SANDOWN NH	COMPASS TOWNS	320 MAIN ST	SANDOWN	NH	03873
TOWN OF THORNTON NH	COMPASS TOWNS	16 MERRILL ACCESS RD	THORNTON	NH	03223
TOWN OF WARREN NH	COMPASS TOWNS	WATER ST POB 66	WARREN	NH	03279

NHCTC - BERLIN	TECH COLLEGE	2020 RIVERSIDE DRIVE	BERLIN	NH	03570
NHCTC - CLAREMONT	TECH COLLEGE	1 COLLEGEDRIVE	CLAREMONT	NH	03743
NHTI- CONCORD	TECH COLLEGE	31 COLLEGE DRIVE	CONCORD	NH	03301
NHCTC - LACONIA	TECH COLLEGE	379 BELMONT ROAD	LACONIA	NH	03246
NHCTC - MANCHESTER	TECH COLLEGE	1066 FRONT STREET	MANCHESTER	NH	03102
NHCTC - NASHUA	TECH COLLEGE	505 AMHERST ST	NASHUA	NH	03061
NHCTC - STRATHAM	TECH COLLEGE	277R PORTSMOUTH AVE.	STRATHAM	NH	03885

PDA-DPH	PDA	PO BOX 369	PORTSMOUTH	NH	03802
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DES-PIP	ENVIRON SVCS	29 HAZEN DRIVE	CONCORD	NH	03301
DES-RIMS	ENVIRON SVCS	29 HAZEN DRIVE	CONCORD	NH	03301

NEW HAMPSHIRE VETERANS H	NH VETERANS HOME	139 WINTER ST	TILTON	NH	03276
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HOBBYCRAFT CORRECT. IND.	CORRECTIONS	312 NORTH STATE STREET	CONCORD	NH	03301
NH CORRECTIONL INDUSTRIES	CORRECTIONS	312 NORTH STATE STREET	CONCORD	NH	03301

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EXHIBIT B – COMPENSATION

The State shall pay the Contractor for the Services in accordance with the Rates set forth below in this Exhibit B - Compensation. The Rates are Fully Loaded.

1. Rates. All rates contained in this Exhibit B are based on the State's year 2007 historical processing volumes, as set forth in Section 2.1 of RFP 172-08 (4,112,174 transactions). The rates set forth herein shall remain constant and not be subject to change during the initial term unless the State's annual transaction volume falls below 85% (3,495,348 transactions) of the State's annual transaction volume during any twelve month period. In the event that the State's annual transaction volume falls below 3,495,348 transactions during any 12 month period, both parties agree to review and adjust the rate structure to new rates that are mutually agreeable between the parties. If the State and the Contractor can not agree on a reasonable new rate structure, either party shall have the right to provide 90 days written notice to terminate the Contract. Any changes in the rate structure shall be subject to all applicable amendment policies, including as described in Section 17 of Form P-37.

1.1 Credit Card. The following rates shall apply to Contractor's processing Services on a per transaction basis during the Initial Term of the Contract.

Table 1: Credit Cards

	FRAME RELAY PRICING CARD PRESENT	FRAME RELAY PRICING CARD NOT PRESENT	DIAL PRICING CARD PRESENT	DIAL PRICING CARD NOT PRESENT
Payment Instrument	Contractor Transaction Rate	Contractor Transaction Rate	Contractor Transaction Rate	Contractor Transaction Rate
MasterCard	.035	.035	.035	.035
Visa	.035	.035	.035	.035
American Express	.050	.050	.050	.050
Discover	.050	.050	.050	.050

The rates contained in **Table 1: Credit Cards** include processing transaction fees charged by the Contractor for *electronic* authorization, capture and conveyance of each Transaction. In the event that any Merchant utilizes a *voice* authorization, Contractor's transaction rate shall be \$0.55 per transaction, as indicated in Table 4 below. Furthermore, Contractor shall not charge the State any additional fees for the Card

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Processing Services, except the Contractor may pass through the following fees with no markup:

- Interchange Fees: The Contractor may pass interchange fees through to the State with no markup
- Payment Brand Transaction Fees: The Contractor may pass Payment Brand Transaction Fees through to the State of NH with no markup.
- Payment Brand dues and assessments: The Contractor may pass Payment Brand dues and assessments through to the State of NH with no markup.

1.2 Stored Value Cards. The following rates shall apply to Contractor's Stored Value Card processing on a per transaction basis during the Initial Term of this Contract.

Table 2: Stored Value Card Pricing

Payment Instrument	Fee Per Transaction authorization	NOW Monthly Fee
Stored Value Card	\$0.12	\$8.95
Blocked Activation Fee	\$0.12	

In addition to the per Transaction Fees and Monthly Fees set forth in **Table 2: Stored Value Card Pricing**, the Contractor may pass through any fees associated with the manufacture of the plastic Gift Cards to the State with no markup. Additionally, a minimum of \$100 will be charged for transferring any stored value card data files. The card data file fee will be waived on all stored value card purchased from Contractor.

1.3 Debit Cards. The following Contractor rates shall apply to Debit Card processing on a per transaction basis during the Initial Term of this Contract

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Table 3: Debit Card Pricing

	Frame relay	Dial pricing
Item Description	Fee Per Transaction	Fee Per Transaction
Debit Card Transaction	\$.05	\$.05

Contractor shall not charge the State any additional fees for the Debit Card processing services, except the Contractor may pass through the following fees with no markup:

- **Debit Network Charges:** The Contractor may pass Debit Network Charges through to the State of NH with no markup.

1.4 Other Pricing: The following rates shall apply to Voice Authorization, Leased Line, Chargebacks, and ACH Return Fees on a per transaction or monthly basis, as indicated below.

Table 4: Other Pricing

Item Description	Fee Per Transaction	Monthly
Voice Authorization Fees	\$0 .55	N/A
Leased Line Charge	N/A	\$360.00 per leased line
Chargebacks	\$ 5.00	N/A
ACH Return Fee	N/A	N/A

1.6 Equipment: The following rates shall apply to all replacement equipment provided by Contractor to the State:

Type	Equipment	Rate
Replacement (swap)	In warranty *	\$50.00
Replacement (swap)	Out of warranty - Verifone terminals & printers	\$160.00
Replacement (swap)	Out of warranty - Eclipse, Hypercom, Nurit, Talento terminals & printers, Ingenico i5100	\$200.00
Replacement (swap)	Out of warranty - Omni terminals & printers, Verifone Vx510 & Vx570, MX830 Pinpad, Hypercom T4210 & T4220, Ingenico i7780	\$250.00
Replacement (swap)	Out of warranty - Verifone Vx610, Nurit 3010 & 8000 terminals	\$500.00
Replacement (swap)	Out of warranty - all Pin Pads	\$100.00
Restocking Fee	Return equipment for any reason other than repair	\$150.00
Late Fee	For all equipment returned late, or not returned	\$500.00

Warranty timeframes: 5 years* - Omni 3200, 3300, 3730, 3750; Verifone Vx510, Vx570, PP1000 SE; Hypercom T4210, T4220, T7Plus, P1300 Pinpad
3 years* - Verifone Vx610, MX830 Pinpad; Ingenico i5100, Ingenico i7780
1 year* - all other equipment

*applies only to equipment purchased or leased from Chase Paymentech Solutions

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2. TOTAL CONTRACT PRICE.

Notwithstanding any provision in this Contract, and notwithstanding unexpected circumstances, including but not limited to fines levied by the Payment Brands, in no event shall payments furnished to the State to Contractor for Services rendered under this Contract exceed the Total Price Limitation set forth in Paragraph 1.8 of the Form P-37, which is twenty-five million dollars (\$25,000,000). Payment by the State pursuant to Exhibit B - Compensation, Section 1, shall be the only and the complete payment to the Contractor for all fees, charges, costs and expenses incurred by the Contractor in the performance of the Services herein. The State shall not be responsible to Contractor for any other fees, costs, expenses, or charges, including, but not limited to, travel or out of pocket expenses incurred in the furnishing of the Services under this Contract.

3. PAYMENT AND NOTIFICATION

3.1 Subject to the New Service Request Process described in Exhibit A-1 - Statement of Work, paragraph 5.4, the Contractor may supplement the Rates contained in Section 1 above to accommodate any additional service added to the Services provided under this Contract and otherwise approved by the State and Contractor.

3.2 Notification – Contractor shall notify the State, in writing, of any fees, assessments, dues, or other charges, including, but not limited to, increases and decreases. The State shall not be liable for any fees, fines, assessment or other charges that Contractor has not communicated to the State, in writing.

3.3 To the extent that Contractor seeks payment of any fine or penalty or other charges (collectively referred to as "Assessment") levied against the State by the Payment Brands for a violation of the Payment Brand Rules, including a data compromise event, as permitted under the Contract, Contractor shall (1) give the State immediate written notice of and, to the extent available to Paymentech, detailed information regarding any such Assessment(s), including, but not limited to, dates, times and evidence of any alleged event(s); (2) to the extent available to Paymentech, provide the State with written proof of Contractor's payment of the Assessment(s) to the Payment Brands; (3) apply best efforts to work with the State to thoroughly review and determine the correctness of an Assessment(s); (4) use best efforts to obtain, from the appropriate party, including the Payment Brands, all documentation supporting and substantiating the event(s) and Assessment(s); and (5) work with the State to take all reasonably necessary and timely steps to contest the event(s) and Assessment(s) as reasonably requested by the State.

Costs for future services may be rolled into the Merchant's monthly payment structure, at the discretion of the State.

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Contractor shall make available, at the request of Merchant, copies of the Rates set forth in this Exhibit B - Compensation.

3.4 Payment - The State shall pay Contractor by authorizing a direct debit from a designated Merchant Account.

4. OVERPAYMENTS TO THE CONTRACTOR

Contractor will supply the State and the Merchants with detailed statements reflecting the activity of each Merchant Account. The State is obligated to bring to Contractor's attention any suspected overpayment or statement error within forty five (45) days of the date of such statement. In the event that Contractor acknowledges an overpayment or statement error, Contractor shall promptly, but no later than fifteen (15) business days, reimburse the State the full amount of any overpayment or statement error.

5. RIGHT TO OFFSET

The State reserves the right to offset from any amounts otherwise payable to the Contractor under the Contract those liquidated amounts required or permitted under the Contract, by New Hampshire RSA 80:7 through 7-C, or any other provision of law.

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EXHIBIT C – SPECIAL PROVISIONS

THE FOLLOWING PROVISIONS ARE ADDED TO THE GENERAL
PROVISIONS CONTAINED IN THE FORM P-37:

22 USE OF INFORMATION; CONFIDENTIALITY

22.1 Use of State's Information. In performing its obligations under the Contract, the Contractor may gain access to information of the State. The Contractor shall not use the State information except as directly connected to and necessary for the Contractor's performance under the Contract.

22.2 State Confidential Information. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively referred to as "Release"), all State Confidential Information that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form. Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena, or other legal process is served upon the Contractor regarding the State Confidential Information, and the Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State. In the event of the unauthorized Release of State Confidential Information, the Contractor shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief. State Confidential Information includes, but is not limited to, information exempt from public disclosure under New Hampshire RSA Chapter 91-A: Access to Public Records and Meetings (see e.g. RSA Chapter 91-A: 5 Exemptions), regardless of its form.

22.3 Contractor Confidential Information

Insofar as the Contractor seeks to maintain the confidentiality of its confidential information, the Contractor shall clearly identify in writing all information it claims to be confidential. The Contractor acknowledges that the State is subject to State and Federal laws and regulations governing disclosure of information, including, but not limited to, N.H. RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and Federal laws and regulations, including, but not limited to, N.H. RSA Chapter 91-A. In the event the State receives a request for Contractor's confidential information, the State shall notify the Contractor and specify the date the State will be releasing the requested information that the State deems subject to disclosure pursuant to applicable State and Federal laws and regulations governing public disclosure of information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the

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State. Any effort to prohibit or enjoin the release of Contractor's confidential information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State may release the information on the date specified in the State's notice to the Contractor, without any liability to the Contractor.

22.3 Survival. This Exhibit C, Section 22, *Use of Information; Confidentiality*, shall survive termination of the Contract.

23. Dispute resolution.

Prior to filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or confidential information), the party believing itself aggrieved (the "invoking party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the invoking party's right to any other remedy permitted under the contract. The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	THE STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Donnie Wells	Robert Lawson, State Contract Manager	10 Business Days
First	Anna Scott	Michael Connor, Director of Plant and Property	20 Business Days
Second	Joe Dipietro	Linda M. Hodgdon, Commissioner of Admin Services	30 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. The Contractor shall have a single contact person, available during normal working hours, for the resolution of problems. The contact person shall be someone with authority to get more difficult problems resolved.

The Contractor shall work with the Merchant designated contact person to resolve issues.

If, at any time during this Contract, there is a failure to perform Services or perform any other term, condition or obligation (a "breach") of this Agreement, the appropriate Contract

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Manager shall give written notice to the breaching party, allowing no more than thirty (30) calendar days to remedy any problem. If the breaching party has not corrected the problem within thirty (30) calendar days, the non-breaching party may declare the breaching party in default, terminate the Contract, and pursue its remedies at law and in equity. After receipt of a notice of termination, and except as otherwise directed, the breaching party shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice,
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts;
- c. Take such action as the non breaching party directs that is reasonable and customary under the circumstances, or as necessary to preserve and protect the property related to the Contract which is in the possession of the breaching party and in which the non breaching party has an interest;
- d. Transfer possession, as applicable, to the non breaching party and deliver in the manner, at the times, and to the extent directed by the non breaching party, any property which is required to be furnished to the non breaching party and which has been accepted or requested by the non breaching party; and
- e. Provide written certification to the non breaching party that the breaching party has surrendered all said property.
- f. Unless the Contract is terminated in accordance with Section 10.1 (iv) in Exhibit F-1, the Contractor will assist the State in transitioning the Services, as reasonably requested by the State, and as agreed to by Contractor, at no additional cost, insuring that the State is not without service for any period of time during transfer of services . The transition services include but are not limited to providing a file for all outstanding stored value card information to include card numbers and balances. Contractor shall coordinate a clean cutoff in the processing of final transactions to insure that all State funds are remitted to the State. Contractor shall provide continued access to State Merchant ID information, including but not limited to access to the Contractor's on line reporting system for a minimum of 30 days after termination.

24. Force Majeure.

Neither the Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of god, strikes, lock outs, riots, and acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather. Except in the event of the foregoing, force majeure events shall not include the

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Contractor's inability to hire or provide personnel needed for the Contractor's performance under this Contract.

25. Records Retention And Access Requirements.

The Contractor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under this Contract. The Contractor and its Subcontractors shall retain all such records for three (3) years following termination of this Contract, including any extensions. Records relating to any litigation matters regarding this Contract shall be kept for one (1) year following the final termination of all litigation, including all appeals. Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by State and Federal officials. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of this Contract and one (1) year term following final termination of all litigation relating to this Contract, including all appeals. The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to this Contractor's cost structure and profit factors shall be excluded from the State's.

26. Accounting Requirements.

The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles.

27. WWW Copyright And Intellectual Property Rights.

All right, title and interest in the State WWW site, including copyright to all data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other data or information shall, where applicable, display the State's copyright. This provision shall survive the termination of this Contract.

28. Contingency.

Notwithstanding any provision of this Contract to the contrary, in no event shall the State be required to perform any obligations under the Contract in the absence of requisite statutory and regulatory authority authorizing the State to perform any such obligations; all confidentiality obligations of the parties hereunder are subject to applicable state and federal laws and regulations governing disclosure of information, including, but not limited to, N.H. RSA chapter 91-A; and the State's obligations to make payments provided for in the Contract, and/or Paymentech's options and authority with respect to State funds as described in the Contract (e.g. Exhibit F), do

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not apply to the extent any event relating to such payments or authority and options is caused by Paymentech's own negligence or willful misconduct.

29. Headings.

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the contract provisions, and are for reference purposes only.

30. Contract Exhibits.

The Contract exhibits referred to and attached to the Contract are incorporated by reference as if fully set forth herein.

31. Survival.

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to: the terms of Paragraph 13: Indemnification of the Form P-37; Sections 22 of Exhibit C: Use of Information; Confidentiality; Section 25 or Exhibit C: Records Retention and Access Requirements; Section 27 of Exhibit C: WWW Copyright, and Intellectual Property Rights; Section 28 of Exhibit C; and the following Sections contained in Exhibit F-1: Sections 4.2, 4.4, 4.5, 4.6, 7, 10.2, and 14 shall all survive the termination of this Contract.

32. Notwithstanding anything to the contrary contained in the Contract, in the event that Contractor fails to provide the Services required under the Contract, and the State considers such failure an Event of Default by Contractor, the State's remedy for such Event of Default shall be limited to the following: give the Contractor written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days after the date of the notice ("Cure Period"); and if the Event of Default is not timely remedied within the Cure Period, declare Contractor in default, terminate the Contract, effective two (2) days after giving the Contractor notice of termination, and pursue remedies available both at law and in equity.

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EXHIBIT D - TRAINING

The Contractor shall provide the following Training Services:

1. Setup and Training. The Contractor shall provide training to Merchant personnel when setting up a new Merchant ID Number. This training shall include, but is not limited to, overview of the Payment Brand Rule requirements, and procedures for processing that minimize costs to the State.

Contractor shall provide within the first 12 months of the Effective Date: a minimum of two on-site training sessions to cover topics chosen by the State and a minimum of two additional training sessions in a format approved by the State (on-site, webinar etc). Topics may be recommended by the Contractor, but subject to the approval of the State. During each of the remaining years of the Initial Contract Term and any Extended Term(s), Contractor shall provide a minimum of four (4) training sessions in a format approved by the State. Topics may be suggested by the Contractor.

The Contractor shall provide all the proposed Services, materials, equipment, labor and training required to all offices and associated facilities throughout the State without geographical limitations.

2. Ongoing training. Contractor shall provide periodic training to Merchants relative to their processing. This ongoing training shall include, without limitation, information relative to industry best practices and suggestions for improvement. Contractor shall also assist the State in securing a qualified security assessor who can provide the State with monitoring services for each Merchant relative to their security and self-audits.

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**EXHIBIT E - STATEWIDE CONTRACT FOR CREDIT CARD PROCESSING
SERVICES**

RFP 172-08 Statewide Contract for Credit Card Processing Services, having an open bid date of November 7, 2007, with Attachments 1 through 7 and Exhibit 1, incorporated herein by reference as if fully set forth herein.

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**Exhibit F-1 SELECT MERCHANT PAYMENT CARD PROCESSING
AGREEMENT
(GOVERNMENT ENTITY)**

For purposes of this Exhibit F-1, "State" "Merchant", "you" and "your" shall be used interchangeably. Furthermore, "Contractor", "Paymentech", "we", "us" and "our" shall mean Paymentech, LLC and shall be used interchangeably.

1. MERCHANT'S ACCEPTANCE OF PAYMENT INSTRUMENTS.

1.1 Intentionally deleted.

1.2 Certain Payment Acceptance Policies. Each Payment Transaction and Conveyed Transaction must be evidenced by a single Transaction Data record completed with (i) the transaction date; (ii) a brief description of the goods or services sold, returned, or cancelled; (iii) the price of the goods or services or amount of any credit or adjustment; (iv) the Customer name; (v) your name in a manner recognizable to Customers; (vi) your address; (vii) any applicable terms and conditions of the sale; and (viii) any other information which the applicable Payment Brand may require. You shall not impose any surcharge or finance charge on the Transaction or otherwise require the Customer to pay the fees payable by you under this Agreement if prohibited by the applicable Payment Brand. You shall not engage in any practice that unfavorably discriminates against or provides unequal treatment of the use of any Payment Brand over any other Payment Brand. You shall not set a dollar amount above or below which you refuse to honor otherwise valid Payment Instruments in violation of Payment Brand Rules. With respect to any Payment Transaction or Conveyed Transaction for which a Payment Instrument is not physically presented, such as in any on-line, mail, telephone, or pre-authorized transaction, you must (i) have notified us in writing of your intention to conduct such Transactions and secured our agreement to accept them and (ii) have reasonable procedures in place to ensure that each Transaction is made to a purchaser who actually is the Customer or an authorized user of the Payment Instrument. Notwithstanding the foregoing, you acknowledge that under certain Payment Brand Rules, you cannot rebut a Chargeback where the Customer disputes making the purchase without an electronic record (for example, "swiping", or "tapping" a Payment Instrument) or physical imprint of the Payment Instrument.

1.3 Operating Guide; Payment Brand Rules. You agree to comply with the operating guide attached to this Agreement, as amended from time to time ("Operating Guide"), and all Payment Brand Rules, as may be applicable to you and in effect from time to time, and such other procedures as we may from time to time prescribe in writing to you for the creation or transmission of Transaction Data. We may modify and supplement the Operating Guide in order to comply with requirements imposed by the Payment Brand Rules, and shall notify you, in writing, of any modifications to the Operating Guide. You acknowledge that you have received a copy of the Operating Guide at or prior to your execution of this Agreement, and that you can also view the Operating Guide on-line at

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the Chase Paymentech Solutions Internet website,
www.chasepaymentech.com/solmersupcen.do.

1.4 Requirements for Payment Transactions. As to all Payment Transactions and Conveyed Transactions for Merchants that you tender to us for processing, you agree, to the best of your knowledge:

- (1) The Transaction Data represents payment or refund of payment, for the bona fide sale or lease of the goods, services, or both.
- (2) The Transaction Data represents an obligation of the Customer for the amount of the Transaction.
- (3) The Transaction Data does not involve any element of credit for payment of a previously dishonored Payment Instrument or for any other purpose except payment for a current transaction and, except in the case of approved installment or pre-payment plans, the goods have been shipped or services actually rendered to the Customer.
- (4) The Transaction Data is free from any material alteration not authorized by the Customer.
- (5) The amount charged for the Transaction is not subject to any dispute, setoff, or counterclaim.
- (6) Neither you nor your employee has advanced any cash to the Customer (except as authorized by the Payment Brand Rules) or to yourself or to any of your representatives, agents, or employees in connection with the Transaction, nor have you accepted payment for effecting credits to a Customer.
- (7) The goods or services related to each Transaction are your sole property and you are free to sell them.
- (8) You have made no representations or agreements for the issuance of refunds except as it states in your return/cancellation policy, which has been previously submitted to us in writing as provided in Section 3.
- (9) Any credit transaction submitted to us represents a refund or adjustment to a Transaction previously submitted.
- (10) You have no knowledge or notice of information that would lead you to believe that the enforceability or collectibility of the subject Transaction Data is in any manner impaired. The Transaction Data is in compliance with all applicable laws, ordinances, and regulations to the extent they apply to the State. You have originated the Transaction Data in compliance with this Agreement and any applicable Payment Brand Rules.

2. AUTHORIZATIONS.

2.1 Obtaining Authorizations. You are required to obtain authorization/approval codes through Paymentech, in accordance with this Agreement, for all Payment Transactions. You acknowledge that authorization/approval code of a Payment Transaction indicates only that credit is available for the Payment Transaction at the time the authorization is given, and it does not constitute a representation from us or from a Payment Brand that a particular Transaction is in fact a valid or undisputed transaction entered into by the actual Customer or an authorized user of the Payment Instrument.

2.2 Lack of Authorization. We reserve the right to refuse to process any Transaction Data presented by you (i) unless a proper authorization/approval code is recorded, (ii) if

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we reasonably determine that the Transaction Data is or shall become uncollectible from the Customer to which the transaction would otherwise be charged, or (iii) if we determine that the Transaction Data was prepared in violation of any provision of this Agreement.

3. REFUNDS AND ADJUSTMENTS.

3.1 Disclosure of Refund Policy. You are required to maintain a fair policy with regard to the return/cancellation of merchandise or services and adjustment of Transactions. You are required to disclose your return/cancellation policy to us and your customers.

3.2 Changes to Policy. Any change in your return/cancellation policy must be submitted to us, in writing, not less than 14 days prior to the effective date of such change. We reserve the right to refuse to process any Transaction Data made subject to a revised return/cancellation policy of which we have not been notified in advance.

3.3 Procedure for Refunds/Adjustments. If you allow a price adjustment, return of merchandise, or cancellation of services in connection with a Payment Transaction, you shall prepare and deliver to us Transaction Data reflecting such refund/adjustment within 3 days of receiving the Customer's request for such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data except by the exact amount required to reimburse the Customer for postage that the Customer paid to return merchandise. You are not allowed to accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may you give cash refunds to a Customer in connection with a Payment Transaction, unless permitted or required by applicable law.

4. SETTLEMENT.

4.1 Submission of Transaction Data. In order to be eligible to receive a more favorable interchange rate, you are required to transmit your Transaction Data to us no later than the next business day immediately following the day that such Transaction Data is originated. For debit card transactions that are credits to a Customer's account, you agree to transmit such Transaction Data to us within 24 hours of receiving the authorization for such Transaction. Unless otherwise indicated in Exhibit B - Compensation, you shall be solely responsible for all communication expenses required to facilitate the transmission of Transaction Data.

4.2 Merchant's Settlement Account. In order to receive funds from Paymentech, you must maintain a Settlement Account at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. During the term of this Agreement, and thereafter until all monies due from you under this Agreement have been paid in full, you agree not to close your Settlement Account without giving us at least 5 days' prior written notice and substituting another Settlement Account. You are solely liable for all fees and costs associated with your Settlement Account and for all overdrafts. You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your Settlement Account for payment of the fees set forth under Exhibit B - Compensation. This authority shall remain in full force and effect, during the Initial Term and any Extended Term(s). The obligation provided for in this Section does not

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apply to any claim or complaint to the extent it is caused by Paymentech's own negligence or willful misconduct, except that Paymentech shall not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.

4.3 Conveyed Transactions. To the extent that you submit any Conveyed Transactions for processing by Paymentech and you do not have a valid agreement in effect with the applicable Payment Brand you hereby authorize us, at our option, to submit such transaction to the applicable Payment Brand, and to share with the applicable Payment Brand such information from your Merchant Application as may be required in order to approve your acceptance of such Payment Brand's method(s) of payment. Subject to such approval and Section 28 of Exhibit C you agree to the applicable Payment Brand's standard terms and conditions with respect to such method(s) of payment. Upon your transmission of such Conveyed Transactions to us, we will forward the Conveyed Transaction to the appropriate Payment Brand. Payment of the proceeds due you will be governed by whatever agreement you have with that Payment Brand, and we do not bear any responsibility for their performance. If your agreement with a Payment Brand requires the Payment Brand's consent for us to perform the services contemplated by this Agreement, you are responsible for obtaining that consent.

4.4 Transfer of Settlement Funds. For all Payment Transactions, we shall process your Transaction Data to facilitate the funds transfer between the various Payment Brands and you. Promptly after we receive credit for such Transaction Data, we shall provide provisional credit to the Settlement Account for the proceeds. The proceeds payable to you shall be equal to the amounts received by us in respect of your Transaction Data minus the sum of the following: all fees, charges, and discounts set forth and permitted under Exhibit B - *Compensation*, and all adjustments, Chargebacks, equipment charges (if any), Customer refunds, returns and adjustments, to the extent they are permitted by Exhibit B *Compensation*, and you agree that such fees, charges, discounts, adjustments, and amounts are due and payable by you at the time the related services are rendered to you. In the event we do not deduct such amounts from the proceeds payable to you, you agree to pay all such amounts to us. Also, subject to applicable Federal and New Hampshire state law and regulations, you agree to reimburse Paymentech, from any reasonable losses arising out of any claim, complaint, or Chargeback (i) made or claimed by a Customer with respect to any Transaction Data submitted by you, (ii) caused by your noncompliance with this Agreement, the Operating Guide, or the Payment Brand Rules including any breach of a representation made by you. The State's obligations provided for in this Section do not apply to any claim or complaint to the extent it is caused by Paymentech's own negligence or willful misconduct.

4.5 Negative Amounts. To the extent the proceeds from Payment Transactions do not represent sufficient credits or the Settlement Account does not have a sufficient balance to pay amounts due pursuant to Exhibit B - *Compensation*, or reasonably anticipated to become due pursuant to Exhibit B - *Compensation*, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit your Settlement Account for the amount of the negative balance; (iii) withhold your

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settlement payments until all amounts are paid; (iv) delay presentation of your refunds until you make a payment to us of a sufficient amount to cover the negative balance; or (v) pursue any applicable remedies we may have at law or in equity. Furthermore, if the amount represented by your Transaction Data in any day is negative due to refunds or credits being submitted by you in excess of your proceeds from Transactions, you are required to provide us with sufficient funds prior to the submission of the Transaction Data so as to prevent the occurrence of a negative balance. The options provided for in this Section do not apply to the extent it is caused by Paymentech's own negligence or willful misconduct.

4.6 Delinquency/Merchant Fraud. If: (i) there is a material, adverse change in your financial condition or your payment record with creditors; (ii) you are in material default of this Agreement; (iii) you change your billing practice in relation to shipment of merchandise or fulfillment of service or change refund procedures currently in place, and you fail to notify us in advance; (iv) you are receiving excessive Chargebacks (as defined in Section 7.2 below); (v) you significantly alter the nature of your business or product lines; or (vi) we have reasonable grounds to believe that we may be or become liable to third parties for the provisional credit extended to you or that you may be liable to your Customers, or the Payment Brands, or (vii) we have reasonable grounds to believe that we may be subject to any additional liabilities, including, without limitation, any fines, fees, or penalties assessed against us by any of the Payment Brands, arising out of or relating to your Payment Transactions, your Chargebacks, or your material breach of this Agreement, any of the Payment Brand Rules, the Operating Guide, or the Security Guidelines (as defined in Section 12), we may temporarily suspend or delay payments to you during our investigation of the issue and/or designate an amount of funds that we must maintain in order to protect us against the risk of, among other things, existing, or reasonably anticipated Chargebacks and to satisfy your other material obligations under this Agreement (such funds being hereinafter referred to as the "Reserve Account"), which may be funded in the same manner as provided for negative balances in Section 4.5. The obligations and authorities provided for in this Section do not apply to any claim or complaint to the extent it is caused by Paymentech's own negligence or willful misconduct. Paymentech shall give the State 3 business days advance notice of the requirement of a Reserve Account. Upon such notice, you will have the option to fund the Reserve Account as outlined in section 4.6.1. If you fail to fund the Reserve Account under the options outlined in section 4.6.1 within 3 business days of your receipt of our notice to you, the Reserve account will be funded as outlined in this Sections 4.5 and 4.6 of this agreement. Notwithstanding the foregoing, Paymentech shall not be obligated to provide advance notice of the requirement of a Reserve Account in the following situations (the "Immediate Reserve Triggers"): (i) Paymentech has reasonable grounds to believe that the State is submitting Fraudulent Transactions to Paymentech for processing; (ii) Paymentech is required to terminate the Contract pursuant to a directive from any local, state or federal law enforcement agency in relation to the State's conduct in violation of applicable State or federal criminal laws; or (iii) Paymentech is required to terminate the Contract pursuant to a directive from the Payment Brands for the State's

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violation of Payment Brand Rules. For purposes of the foregoing sentence, Fraudulent Transactions are transactions that do not represent a bona fide sale between a cardholder and the State of New Hampshire. In the event that a Reserve Account is established pursuant to any of the foregoing Immediate Reserve Triggers, Paymentech will notify the State, within two (2) business days after establishing the Reserve, that such Reserve Account has been established. After a Reserve Account has been established, the State may supplement the Reserve Account funds by providing Paymentech with an alternative funding vehicle, as set forth in Section 4.6.1.

The Reserve Account will contain sufficient funds to cover any unbilled processing costs plus our reasonably estimated exposure based on reasonable criteria for Chargebacks, returns, unshipped merchandise and/or unfulfilled services, and all additional liabilities reasonably anticipated under this Agreement. We may (but are not required to) apply funds in the Reserve Account toward, and set off any funds that would otherwise be payable to you against, the satisfaction of any amounts which are or become due from you pursuant to this Agreement. The Reserve Account will not bear interest, and you will have no right or interest in the funds in the Reserve Account; provided, however, that upon satisfaction of all of your obligations under this Agreement, we will pay to you any funds then remaining in the Reserve Account within 10 days. Any funds in the Reserve Account may be commingled with other funds, and need not be maintained in a separate account. Effective upon our establishment of a Reserve Account, you irrevocably grant to us a security interest in any interest you may now have or later acquire in any and all funds, together with the proceeds thereof, that may at any time be in our possession and would otherwise be payable to you pursuant to the terms of this Contract. You agree to execute and deliver to us such instruments and documents (including, without limitation, security agreement and releases) that we may reasonably request (i) to perfect and confirm the security interest and right of setoff set forth in this Contract; and (ii) in connection with any return of Reserve Account funds. Notwithstanding the foregoing and any other provision of this Contract, in no event shall the State be required to grant Paymentech a security interest of any nature, including without limitation, the security interest described herein and in paragraph 4.6.1(b), in the absence of constitutional, statutory, and/or regulatory authority authorizing the State to grant security interests.

4.6.1 Optional Reserve Account Funding Options. Effective upon the establishment of a Reserve Account, at your option, you may replace the full amounts to be held in the Reserve Account with the following funding vehicles:

a) Irrevocable unconditional letter of credit drawn on a U.S. Bank in an amount sufficient to cover the Reserve Account amount (which Reserve Account amount may be adjusted up or down based on the Reserve Account Reviews under Section 4.6.2) and in substantially the form attached as Exhibit K. Effective upon receipt of the original letter of credit at the corporate offices of Paymentech, 14221 Dallas Parkway, Dallas, TX 75254-2942; or

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b) Bank account in a U.S. bank that is a member of the ACH system in an amount and pledged via a security interest (to the extent a security interest is permitted under the State's constitutional, statutory and/or regulatory authority) under terms acceptable to Paymentech at its reasonable discretion. Effective upon the designation of such bank account and receipt of proper documentation to evidence the pledge of those funds to Paymentech;

c) Wire funds to Paymentech in an amount to fully fund the Reserve Account; or

d) Other funding vehicle with the consent of Paymentech which shall not be unreasonably withheld.

4.6.2 Reserve Account Review. Effective upon the establishment of a Reserve Account, we will conduct a reserve review with you no less frequently than quarterly to assess the conditions surrounding the creation of the Reserve Account and determine in our own reasonable discretion if an adjustment to the amounts held in Reserve is warranted based on the then current information available to us or as provided by you and/or third party sources. In addition to such scheduled reserve reviews, we reserve the right to change the amounts required to be held in the Reserve account at any time as conditions warrant as allowable under this agreement. To the extent we intend to increase the amounts required to be held in the Reserve Account, the increase shall be subject to the notice requirements and optional reserve account funding options set forth in Section 4.6.1.

5. ACCOUNTING. We shall supply a detailed statement reflecting the activity for your merchant account(s) by online-access (or otherwise if agreed to by both parties). We shall not be responsible for any error that you do not bring to our attention within 45 days from the date of such statement.

6. RETRIEVAL REQUESTS.

6.1 Records. You agree to store original documentation of each Transaction for at least one year from the date of such Transaction, and to retain copies of all Transaction Data for at least 18 months from the date of such Transaction. You may not charge a fee to your Customers for the creation or storage of such copies. We may, at our discretion, require you to deliver copies of Transaction Data to us rather than storing it.

6.2 Response to Retrieval Requests. We shall send you any Retrieval Request that we cannot satisfy with the information we have on file concerning any Transaction. In response, you must provide us, in writing by certified or overnight mail or by confirmed fax (or by other means as agreed to by Paymentech), the resolution of your investigation of such Retrieval Request and include legible copies of any documentation required by the Retrieval Request within 7 business days after we send it to you (or such shorter time as the Payment Brand Rules may require). You acknowledge that your failure to fulfill a Retrieval Request in accordance with Payment Brand Rules may result in an irreversible Chargeback.

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7. CHARGEBACKS.

7.1 Chargeback Reasons. You may receive a Chargeback from a Customer or Payment Brand for a number of reasons under the Payment Brand Rules. The following are some of the most common reasons for Chargebacks:

- (1) Your failure to issue a refund to a Customer upon the return or non-delivery of goods or services.
- (2) An authorization/approval code was required and not obtained.
- (3) The Transaction Data is prepared incorrectly or fraudulently.
- (4) We did not receive your response to a Retrieval Request within 7 business days or any shorter time period required by the Payment Brand Rules.
- (5) The Customer disputes the Transaction or the authenticity of the signature on the Transaction Data or Payment Instrument, or claims that the Transaction is subject to a set-off, defense, or counterclaim.
- (6) The Customer refuses to make payment for a Transaction because in the Customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved in an unsatisfactory manner.
- (7) The credit or debit card comprising the Payment Instrument was not actually presented at the time of the Payment Transaction or you failed to obtain an electronic record or physical imprint of such Payment Instrument, and the Customer denies making the purchase. The Merchant acknowledges that, under these circumstances, the fact that an authorization/approval code was obtained does not mean that a particular Transaction is a valid or undisputed transaction entered into by the actual Customer or an authorized user of the Payment Instrument.

7.2 Excessive Chargebacks. If we determine that you are receiving an excessive amount of Chargebacks, as defined by the Payment Brands from time to time, in addition to our other remedies under this Agreement we may take the following actions: (i) review your internal procedures relating to acceptance of Payment Instruments and notify you of new procedures you should adopt in order to avoid future Chargebacks; (ii) collect from you (pursuant to Section 4.6) an amount reasonably determined by us to be sufficient to cover anticipated Chargebacks and all related fees, expenses, and fines; or (iii) terminate the Agreement with a thirty (30) day written notice of termination. You also agree to pay any and all Payment Brand fees and fines assessed against you or Paymentech relating to your material breach of this Agreement, the Operating Guide, or the Payment Brand Rules with respect to your Transactions or with respect to excessive Chargebacks under this Section. The obligations provided for in this Section do not apply to any claim or complaint to the extent it is caused by Paymentech's own negligence or willful misconduct.

7.3 Claims of Customers. You have full liability if any Transaction, for which we have given your Settlement Account provisional credit, is the subject of a Chargeback. Subsequently, you are allowed to resubmit applicable Transaction Data for a second presentation, but only in accordance with Payment Brand Rules. To the extent that we have paid or may be called upon to pay a Chargeback, refund or adjustment for or on the

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account of a Customer and you do not reimburse us as provided for in this Agreement, then for the purpose of our obtaining reimbursement of such sums paid or anticipated to be paid, we have all of the rights and remedies of such Customer under applicable federal, state, or local laws and you authorize us to assert any and all such claims in our own name for and on behalf of any such Customer individually or all such Customers as a class.

8. DISPLAY OF PAYMENT BRAND MARKS. Merchant is prohibited from using the Payment Brand Marks, as defined below (sometimes referred to herein as "Marks"), other than as expressly authorized in writing by us. Payment Brand Marks mean the brands, emblems, trademarks and/or logos that identify a Payment Brand. Additionally, Merchant shall not use the Payment Brand Marks other than to display decals, signage, advertising and other forms depicting the Marks that are provided to Merchant by us or pursuant to this Agreement or otherwise approved in advance in writing by us. Merchant may use the Marks only to promote the services covered by the Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided, that all such uses by Merchant must be approved by us in writing. Merchant shall not use the Marks in such a way that Customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Marks. Merchant recognizes that it has no ownership rights in the Marks. Merchant shall not assign to any third party the rights to use the Marks. Merchant's sublicense to use the Marks terminates simultaneously with the termination of this Agreement.

9. FEES.

9.1 Schedule A. You agree to pay us for our services as set forth in Exhibit B - Compensation. The State's pricing is based on all Transactions qualifying under the Payment Brand Rules for the lowest Payment Brand interchange rates. For Transactions that do not qualify for the best rate, the Payment Brands may "downgrade" the Transaction, which will result in a higher interchange rate than the qualified rate shown on Schedule A. Regardless, in accordance with Exhibit B - Compensation, Contractor will pass through all Payment Brand interchange rates and assessments to the State. Fees payable under this Contract that contain a fraction of a cent will be rounded up to the next full cent.

9.2 Price Changes. You acknowledge that your pricing is based on your historical annual volume of Transactions, method of processing, type of business, and interchange qualification criteria as of the Effective Date of this Contract. Subject to Exhibit B, Section 1, by giving written notice to you we may change our fees, charges, and discounts resulting from (i) changes in Payment Brand fees (such as interchange, assessments, as further described in Exhibit B, Compensation. Such new prices will be applicable to you as of the effective date established by the Payment Brand.

10. TERMINATION.

10.1 Termination for Cause. In addition to Event of Default provisions set forth in the Form P-37, paragraph 8, failure of our Services provided under this Agreement to conform to generally accepted standards for such services in the payment processing industry shall constitute an Event of Default as contemplated under paragraph 8 of the

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Form P-37. We may terminate this Agreement at any time upon written notice to you as a result of any of the following events: (i) any noncompliance with this Agreement, the Payment Brand Rules, or the Operating Guide, which is not cured within 30 days of our notice to you, except as otherwise provided in this Agreement and except that no cure period is allowed for termination based on Merchant fraud or failure to fund a Reserve Account; (ii) any voluntary or involuntary bankruptcy or insolvency proceeding involving you; (iii) Paymentech deems you to be financially insecure; (iv) you or any person owning or controlling your business is or becomes listed in the MATCH file (Member Alert to Control High-Risk Merchants) maintained by Visa and MasterCard or any Payment Brand notifies us that it is no longer willing to accept your Transaction Data; or (v) for a period of more than 60 consecutive days, you do not transmit Transaction Data to us.

10.2 Account Activity After Termination. Subject to the provisions in Paragraph 4.6, termination does not affect either party's respective rights and obligations under this Agreement as to Transaction Data submitted before termination. Upon notice of termination of this Agreement, we may estimate the aggregate dollar amount of Chargebacks and other obligations, liabilities and expenses that we reasonably anticipate subsequent to termination, and you agree to immediately deposit such amount, or we may withhold such amount from your credits, in order to establish a Reserve Account pursuant to and governed by the terms and conditions of this Agreement.

11. Intentionally Deleted.

12. NO DISCLOSURE OF CUSTOMER INFORMATION. We will exercise reasonable care to prevent disclosure or use of Payment Instrument Information, other than as permitted under the Payment Brand Rules. You will exercise reasonable care to prevent disclosure or use of Payment Instrument Information, other than to your agents and contractors for the purpose of assisting you in completing a Transaction, or to the applicable Payment Brands, or as specifically required by law. We agree and acknowledge that the State is also subject to State and Federal laws and regulations governing the public disclosure of information, including, but not limited to, N.H. RSA Chapter 91-A, and the State will use reasonable care to prevent such disclosure to the extent required by its laws and regulations. However, the State acknowledges that the foregoing may not preclude the Payment Brands from considering the State to be "non compliant" under the Payment Brand Rules. You are prohibited from storing CVV2 or CVC2, magnetic stripe track data, and AVS and PIN data. Each party will store all media containing Payment Instrument Information in an area limited to selected personnel on a "need to know" basis only and prior to either party discarding any material containing Payment Instrument Information, the party will destroy it in a manner rendering the Payment Instrument Information unreadable. If at any time either party determines that Payment Instrument Information has been compromised, such party will notify the other party immediately and assist in providing notification to the proper parties, as we deem reasonably necessary. Merchant information may be shared by us with our affiliates subject to the provisions of this Contract. Subject to any specific restrictions or limitations imposed by State and Federal law, you agree to comply will all

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security standards and guidelines that may be published from time to time by Visa, MasterCard or any other Payment Brand, including, without limitation, the Payment Card Industry Data Security Standards ("PCIDSS"), Visa U.S.A. Cardholder Information Security Program ("CISP"), the MasterCard Site Data Protection ("SDP"), and (where applicable) the Visa Payment Application Best Practices ("PABP") and Payment Application Data Security Standards ("PA DSS") (collectively referred to herein as the "Security Guidelines"). Solely to the extent such Security Guidelines are developed or created by Contractor, Contractor agrees to provide the State, through the Contracting Officer, written or electronic copies of all such Security Guidelines which it seeks to impose as a Contract obligation on the State 30 days prior to such Security Guidelines becoming binding on the State. Notwithstanding the foregoing sentence, and subject to any specific restrictions or limitations imposed by State and Federal law, the State agrees to comply with all Security Guidelines including those created and imposed by the Payment Brands from time to time, which may be found on the Payment Brands' websites, including, but not limited to, (i) http://www.usa.visa.com/download/merchants/rules_for_visa_merchants.pdf ?it-r | /merchants/new_acceptance/merchant_responsibility.html | Rules%20Visa%200Merchants; (ii) http://www.mastercard.com/us/merchant/how_works/merchant_rules.html; and (iii) http://www.pcisecuritystandards.org/tech/download_the_pci_dss.htm. All Service Providers you use must be PCIDSS compliant and recognized by Visa as CISP compliant service providers and any payment applications you use must be PA DSS compliant and recognized by VISA as compliant with PABP. You understand that your failure to comply with the PCIDSS, CISP, SDP or (where applicable) PABP and PA DSS requirements or the compromise of any Payment Instrument Information ("Compromise Event") may result in assessments, fines or penalties ("Compromise Costs") assessed by the Payment Brands. Subject to applicable Federal and New Hampshire state law and regulations, in the event a Compromise Event occurs, the State expressly agrees to reimburse Contractor for any Compromise Costs imposed on Contractor due to any Compromise Event or your material breach of this Section; provided, that the Contractor has (1) given the State immediate written notice of and detailed information regarding any such Compromise Event(s) and Compromise Costs, including, but not limited to, dates, times and evidence of any alleged Compromise Event(s); (2) provided the State with written proof of Contractor's payment of the Compromise Costs to the Payment Brand(s); (3) applied best efforts to thoroughly review and determine the correctness of the Payment Brand's assessment of the Compromise Costs; and (4) taken all reasonable necessary and timely steps to contest the Compromise Event(s) and related Compromise Costs as reasonably requested by the State. Notwithstanding the foregoing, the State's obligation to pay Compromise Costs, to the extent such costs relate to Transaction Data submitted to Contractor during the term of the Contract, including any Extension Term or Renewal Extension Term, shall survive termination of the Contract. The State further

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agrees to (i) exercise reasonable due diligence to ensure that any contract with its Service Providers require the Service Providers to maintain compliance with the Security Guidelines established by PCIDSS, CISP, SDP, and (where applicable) PABP and PA DSS and (ii) provide Contractor upon our reasonable request with evaluation of the State's compliance with Security Guidelines as required by the Payment Brands. If any Payment Brand requires an audit of the State due to a data security compromise event or suspected event, the State agrees to reasonably cooperate with such audit, including paying for all costs and expenses relating to such audit.

13. INFORMATION ABOUT MERCHANT'S BUSINESS

13.1 Additional Financial Information. You agree to furnish to us within five days of our request your most recently prepared financial statements and credit information.

13.2 Other Information. With prior notice and during your normal business hours, our duly authorized representatives may visit your business premises and may examine only that part of your books and records that pertain to your Transaction Data. You agree to provide us at least 30 days' prior written notice of your intent to change your product line or services, or your trade name, or the manner in which you accept Payment Instruments. If we determine such a change is material to our relationship with you, we may refuse to process Transaction Data made subsequent to the change. You agree to provide us with prompt written notice if you are the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding.

14. DISCLAIMER; LIMITATION OF DAMAGES. Subject to Section 5, we shall, at our own expense, correct any data in and to the extent that such errors have been caused by us or by malfunctions of our intellectual property or machines. Under no circumstances will Paymentech's financial responsibility for our failure of performance under this Agreement exceed the total fees paid to us under this Agreement (net of Payment Brand fees, interchange, assessments and fines) for the twelve (12) months prior to the time the liability arose. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, IN NO EVENT WILL ANY PARTY, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES, BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY LOSS, THEFT, DISAPPEARANCE, OR DAMAGE TO DATA TRANSMITTED ELECTRONICALLY IN CONNECTION WITH THIS AGREEMENT. **WHILE ALL PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES TO WHICH THE UNIFORM COMMERCIAL CODE DOES NOT APPLY, PAYMENTECH AND MEMBER HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, MADE TO MERCHANT OR ANY OTHER PERSON, REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE) OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY GOODS PROVIDED INCIDENTAL TO SUCH SERVICES.**

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15. MISCELLANEOUS.

15.1. Taxes. Unless you are otherwise exempt, you agree to pay any taxes imposed on the services, equipment, intellectual property, supplies, and other goods purchased or tangible property provided under this Contract.

15.2 Credit Check.-Your signature on this Contract authorizes us to perform any credit check deemed necessary with respect to Merchant.

15.3 Intentionally deleted.

15.4 Intentionally deleted.

15.5 Intentionally deleted.

15.6 Intentionally deleted.

15.7 Intentionally deleted.

15.8 Intentionally deleted.

15.9 Intentionally deleted.

15.10 Intentionally deleted.

15.11 Intentionally deleted.

16. INTENTIONALLY DELETED.

17. INTENTIONALLY DELETED.

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**Exhibit F-2 - MERCHANT OPERATING GUIDE
GENERAL RULES APPLICABLE TO ALL PAYMENT TRANSACTIONS**

1. ACCEPTANCE OF CARDS

1.1 In offering payment options to your customers, you may elect any one of the following options:

- Accept all types of Visa and MasterCard Cards - including consumer credit and debit/check cards, and commercial credit and debit/check cards.
- Accept only Visa and MasterCard credit cards and commercial cards. Those merchants choosing this option shall accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards.
- Accept only Visa and MasterCard consumer debit/check cards. Those merchants choosing this option shall accept all consumer debit/check card products (but not business debit/check cards) and shall not accept any kind of credit cards (consumer or business).

The acceptance options above apply only to domestic transactions and, as such, they do not apply to Visa or MasterCard Cards issued by non-U.S. banks. In other words, if your customer presents a Visa or MasterCard Card issued from a European or Asian bank, for example, you must accept that card just as you would any other card (provided you receive a valid authorization and confirm the identity of the cardholder with a signature or otherwise, etc.), regardless of the acceptance option choice you have made and even if you have elected not to accept that type of Card from U.S. issuers.

1.2 If you choose to limit the types of Cards you accept, the following rules apply to you:

- You must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products).
- If you elect limited acceptance, any Sales Data submitted into interchange outside of the selected product category shall be assessed the standard interchange fee applicable to that card product and may also have additional fees/surcharges assessed.

1.3 Additional Association rules that may be applicable to you may be viewed at the Associations' websites.

2. AUTHORIZATION/APPROVAL CODES

2.1 All sales require an authorization/approval code. You must request and authorization/approval code for the total amount of the transaction.

2.2 An authorization/approval code indicates the availability of credit on the Card at the time of inquiry. It is not a promise or a guarantee that you shall receive payment for the related transaction. It does not warrant that the person presenting the card is the rightful Cardholder.

3. REFUNDS/CREDITS

3.1 You shall complete a credit for the total amount of the refund and identify the merchandise being returned and any shipping and handling charges being returned. You shall imprint or record the credit voucher with the same card used to make the original

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purchase. For retail transactions, the credit voucher must be dated and signed by the Cardholder and the appropriate copy provided to the customer. Cash refunds should never be issued for Card sales. If you fail to follow these procedures, you may be unable to rebut a chargeback from the consumer for failure to issue a refund (even if you actually gave the refund by cash or check).

3.2 Paperwork is not necessary for an even exchange. For an uneven exchange, complete a credit for the total amount of the merchandise being returned and complete a new sales transaction for any new merchandise purchased.

3.3 You shall not process a Credit without having completed a previous purchase transaction with the same Cardholder.

4. PROCESSING OF SALES AND CREDIT TRANSACTIONS

4.1 You must submit Sales Data (including credit vouchers) to us on or before the next business day after the date of the transaction. Late submission of Sales Data may result in higher Association fees and/or a chargeback to you.

4.2 You must not submit sales slips for payment until the goods are delivered, shipped, or the services are performed (except as otherwise provided in the Merchant Agreement, and only if you have notified us that you are doing so in advance). If the Cardholder disputes being charged for merchandise or services before receiving them, the result shall be a chargeback to you. We may from time to time contact customers to verify that they have received goods or services for which sales transactions have been submitted.

4.3 You shall not present for processing any transaction that was not originated as a result of an act directly between the Cardholder and you. You shall not present for processing any transaction you know or should have known to be (i) fraudulent or (ii) not authorized by the Cardholder. You shall be responsible for the actions of your employees while acting in your employ.

4.4 The collection and payment of all federal, state and local taxes is your responsibility. Taxes collected shall be included in the total transaction amount and not collected separately as cash.

5 CHARGEBACKS

The term "Chargeback" refers to the debiting of the Settlement Account or withholding of settlement funds for all or part of the amount of a particular sale, as provided in the Merchant Agreement. There may be a chargeback if under any of the following circumstances, or as the Association Rules and operational requirements dictate from time to time. Consequently, additions and/or deletions to this list may occur.

- Cardholder account number is incorrect or otherwise invalid.
- Authorization/approval code was not received or other required authorization was not obtained.
- Authorization/approval code but not for exact amount or wrong transaction date.
- Cardholder never received merchandise/service requested.
- Cardholder's refund/credit was processed as a sale.
- Sales transaction for an incorrect amount.
- Cardholder was charged incorrectly.
- Cardholder was never credited for returned merchandise or a canceled order.

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- Card was expired, counterfeit, altered, or invalid at time of sale.
- Cardholder's sales transaction was deposited more than once.
- Cardholder did not authorize or consent to the transaction.
- Signature on the sales slip does not reasonably match the signature on the Card.
- Card was not imprinted or magnetic strip was not electronically recorded (for example, "swiping" or "tapping" a card) through a terminal. Even if an electronic terminal is used, an imprint of the Card must be taken if the Card was not authorized through the terminal or was manually keyed into the terminal.
- Authorization/approval code is invalid.
- Sales slip was not signed by the Cardholder unless it was a mail order, telephone order or pre-authorized order in compliance with the Agreement and authorized by the Cardholder and indicated as such on the order.
- Cardholder asserts any disputes, claim, counterclaim, defense or offset against you.
- Sales slip or Sales Data or any material information thereon is illegible, incomplete, inaccurate or unsigned, or is not delivered to us within the required time limits.
- Sales slip or Sales Data is fraudulent or does not represent a bona fide transaction in the ordinary course of your business, or is subject to any claim of illegality, negligence, dishonesty or offset
- You have failed to provide copies of sales drafts requested by us (retrieval request) within the prescribed time period
- Suspicious transaction or fraudulent transaction

6 DISPUTING CHARGEBACKS

If you have reason to dispute or respond to a chargeback, then you must do so by the date provided by us on our report to you. We are not required to investigate, reverse or make any adjustment to any chargeback when thirty (30) calendar days have elapsed from the date of the chargeback. All responses to chargebacks must be in writing, and must contain the following information:

- Date of Debit/Credit advice
- Company case number
- Total amount of chargeback
- Date and dollar amount in which the sale/credit was originally submitted
- If known, the date and authorization approval code
- Any supporting documentation to substantiate claim. You should include a dated cover letter detailing reasons for requesting a review of the chargeback. You should retain a copy of the correspondence and all documentation for files. You should retain proof that we received your response.

7 DATA SECURITY AND PRIVACY

7.1 You agree to post and maintain on all Merchant Web sites both your consumer data privacy policy (which must comply with all Association regulations, rules and guidelines) and your method of transaction security.

7.2 You may not retain or store CVV2/CVC2 data subsequent to the authorization.

7.3. You must comply with Visa's Cardholder Information Security Program ("CISP") and MasterCard's Security Data Program (MSDP). Pursuant to these programs, you must,

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among other things:

- install and maintain a working network firewall to protect data accessible via the Internet
- keep security patches up-to-date
- encrypt stored data and data sent over open networks
- use and update anti-virus software
- restrict access to data by business "need-to-know"
- assign a unique ID to each person with computer access to data
- not use vendor-supplied defaults for system passwords and other security parameters
- track access to data by unique ID;
- regularly test security systems and processes
- maintain a policy that addresses information security for employees and contractors; and
- restrict physical access to cardholder information.

• When outsourcing administration of information assets, networks, or data you must retain legal control of proprietary information and use limited "need-to-know" access to such assets, networks or data.

• Reference the protection of cardholder information and compliance with the Visa CISP and MasterCard SDP Rules in contracts with other service providers.

7.4 You must notify Paymentech or any third party vendor with Cardholder information. You are responsible for the CISP and SDP compliance of that party.

CISP and SDP may require that you engage an approved third party vendor to conduct quarterly perimeter scans and/or an on-site security review of your systems in order to be compliant. The detailed CISP and SDP requirements can be accessed through the Visa and MasterCard websites at www.Visa.com and www.MasterCard.com.

7.5 The Visa and MasterCard rules provide that Cardholder information and transaction data is owned by the Associations, the card issuer and the Cardholder. Paymentech also asserts some ownership rights in the data to the extent it belongs to the MasterCard or Visa system.

7.6 You are responsible for securing Cardholder information. You shall not use any Card or Cardholder information other than for the sole purpose of completing the transaction authorized by the customer for which the information was provided to you, or as specifically allowed by Association Rules, or required by law. Paymentech or any Association may inspect Merchant's premises and computers, and the premises and computers of any company the Merchant has contracted with, for the purposes of verifying that Cardholder information is securely stored and processed, and is not used for any purpose other than processing the transactions to which it relates.

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**Exhibit F-3 – MERCHANT OPERATING GUIDE
SPECIALIZED RULES FOR RETAIL PAYMENT TRANSACTIONS**

1 PRESENTATION OF CARDS

1.1 You or your employee must examine each Card presented to determine that the Card presented is valid and has not expired by the terms on its face. You must exercise reasonable diligence to determine that the authorized signature on any Card presented corresponds to the Cardholder's signature on the transaction sales ticket. You must not honor expired, invalid, altered, counterfeit, or revoked Cards nor any Card presented by any person other than the proper Cardholder as evidenced by the authorized signature on the Card. WE IN OUR SOLE DISCRETION MAY DECLINE AT ANY TIME OR FROM TIME TO TIME TO PROCESS ANY SALES DATA THAT DOES NOT INCLUDE THE ACTUAL SIGNATURE OF A CARDHOLDER, EVEN IF THE CARDHOLDER'S CONSENT OR INSTRUCTIONS HAVE BEEN OBTAINED BY TELEPHONE OR BY MAIL.

1.2 A Cardholder may authorize another person to use his or her Card for purchases, provided the user's signature appears on the back of the Card. The signature on the back must match the one on the sales slip. If the Card is not signed, in addition to requesting an Authorization, you may review positive identification as allowed by local and state law, such as a passport or driver's license, to confirm that the user is the Cardholder, record the information and require the Cardholder to sign the signature panel of the Card prior to completing the transaction.

1.3 In order to protect yourself, you must never complete a transaction if the customer does not present his or her Card or if you cannot obtain an electronic swipe record or physical imprint of the Card (this includes mail, telephone and internet orders). If you elect to do so, you shall be deemed to warrant the identity of the purchaser as the authorized holder of the Card, and if the Cardholder later denies making the purchase, you shall not be able to rebut the chargeback.

2. COMPLETION OF SALES TRANSACTION

2.1 You must use a suitable imprinter to legibly imprint Cards on Sales Data or, capture the information from the Card by electronic data capture. A photocopy of the Card is not an acceptable substitute for an imprint. If the account number is manually keyed into the terminal, you must imprint the Card. Your name, location, city and state must match the Merchant plate on the imprinter. You must notify us of any changes to the information on the Merchant plate. You must use one sales slip for all goods and services sold in the same transaction. In addition to having the Cardholder sign the sales slip, the sales date and dollar amounts and other information must be clearly written or printed on the sales slip or captured by an electronic device. A brief description of the goods sold or service rendered must be provided on the sales slip.

2.2 Authorization/approval code numbers shall be clearly recorded in the appropriate place on the sales slip. Never circle or underline any information on the sales slip.

2.3 Every sales slip and credit voucher must be imprinted (or printed from electronic

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draft capture equipment) with the Cardholder's account number and Merchant name. For mail, telephone, and pre-authorized orders, all information that would normally be imprinted from a Card must be clearly written in the appropriate areas on the order or sales slip. "Mail Order" or "Phone Order" should be written on the signature line of the sales draft.

2.4 You shall require the cardholder to sign the sales slip in your presence. You shall give the customer a true and completed copy of the sales slip or appropriate facsimile. If The Cardholder's copy of the sales slip or credit voucher is printed from electronic draft capture equipment/terminal, it must contain no more than the last four digits of Cardholder's account number.

2.5 You shall not require Cardholders to provide any personal information as a condition for honoring Cards unless otherwise required by the Association rules. Personal information includes but is not limited to a home or business telephone number, a home or business address, a social security number, or a photocopy of a driver's license.

2.6 You shall not retain or store magnetic-stripe data after the authorization of a transaction, except as required to complete the transmission of such data to us.

3 AUTHORIZATION/APPROVAL CODES

3.1 If so directed by a Card issuer or other entity from whom authorization is requested, you shall attempt to retain the Card by reasonable and peaceful means, notify us of the recovery of the Card, and ask for further instructions.

3.2 If you are suspicious of the transaction for any reason at all, you should contact the Voice Authorization Center, state to the authorization clerk "This is Code Ten" and await instructions.

4 FORGERIES/COUNTERFEIT CARDS

You should examine all notices received from us or from Visa or MasterCard or other credit card associations to help you determine whether a Card presented is counterfeit. You should attempt to retain the Card while making an authorization request and then match the signature on the card with the one on the sales slip. You should compare the embossed account number on the Card to the account number printed on the receipt or displayed on the terminal. You should examine each Card to see if it looks genuine. You should use reasonable, peaceful efforts to recover any Card if (i) the printed four digits above the embossed account number do not match the account number, if applicable, (ii) you are advised by us or authorization center to retain it, or (iii) you have reasonable grounds to believe such Card is counterfeit, fraudulent or stolen. You shall be solely responsible for your actions in recovering/retaining Cards.

5 LIMITING CUSTOMER REFUNDS AND EXCHANGES (CREDITS) --RETAIL ONLY

You may limit your acceptance of returned merchandise or establish a policy to make price adjustments for any transactions provided that proper disclosure is made and purchased goods or services are delivered to the Cardholder at the time the transaction takes place. Proper disclosure by you shall be determined to have been given at the time of the transaction if the following words or similar wording reflecting your policy is legibly printed on all copies of the Sales Data, in letters approximately .25 inch high and

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in close proximity to the space provided for the Cardholder's signature: "NO REFUND," or "EXCHANGE ONLY," or "IN-STORE CREDIT ONLY."

6 TRAVEL AND ENTERTAINMENT SERVICES

At your option and as specified in the applicable sections of this Operating Guide, Travel & Entertainment Merchants may participate in one or more of the following Travel & Entertainment Services:

- Reservation Service
- Advance Lodging Service
- Priority Check-Out Service

Any Merchant participating in any of the above services must do so in accordance with the following requirements.

6.1 Reservations Services. Merchants operating lodging establishments and enrolled in the Guaranteed Reservations Services shall institute and comply with the procedures as they are listed here and as they are amended from time to time by Visa and MasterCard:

6.1.1 Reservation Procedures. When a Cardholder makes a reservation for accommodations at a lodging establishment of yours whether directly with you or otherwise and the Cardholder requires that the accommodations be guaranteed. You shall obtain the Cardholder's name, credit card account number, and expiration date, the Cardholder's name as it appears on the card, billing address, and phone number. You shall inform the Cardholder of your responsibilities and the Cardholder's obligations under the Reservation Services as follows:

- Guaranteed accommodations shall be held until check-out time the day following the scheduled arrival unless canceled by the Cancellation Date. If the Cardholder has not claimed the guaranteed reservation or canceled it by the Cancellation Deadline, you may bill the Cardholder for one night's lodging, plus tax.
- You shall tell the Cardholder the location of your lodging establishment. The rate of the reserved accommodations plus tax must be quoted and a confirmation number provided to the Cardholder. The Cardholder must be told to keep the confirmation number for future reference.

6.1.2 Cancellation Procedures. You may establish your own Cancellation Deadline. Ordinarily, the Cancellation Deadline is 6 p.m. on the scheduled arrival date. For establishments requiring cancellation prior to 6 p.m. on the scheduled arrival date, the Cancellation Deadline shall not exceed 72 hours prior to the scheduled arrival date. If the reservation is made within 72 hours of the intended arrival, the Cancellation Deadline must be 6 p.m. establishment time on the date of arrival. If requested by the Cardholder, you shall provide a written confirmation of the reservation, including the Cardholder's account number and the provisions of the credit card Reservations Services related to the accommodations reserved, to the Cardholder. In all cases where you require cancellation prior to 6 p.m. establishment time on the scheduled arrival date, you shall provide written notice of the specific Cancellation Deadline to the Cardholder. You shall accept all cancellation requests from Cardholders, provided the cancellation request is made prior to the Cancellation Deadline. You shall provide to the Cardholder a cancellation number and advise the Cardholder that it should be retained for future reference. If requested, you

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shall provide to Cardholder written verification of the cancellation, including the Cardholder's name, credit card account number, expiration date, the cancellation number, and location of the accommodations canceled.

6.1.3 Scheduled Reservation Date Procedures. If accommodations reserved under the Reservations Services have not been claimed or canceled prior to the Cancellation Deadline, you shall pre-register the Cardholder and assign specific room(s) in accordance with the reservation. If the Cardholder does not claim the accommodations by check-out time the day following scheduled arrival and does not cancel the accommodations by the Cancellation Deadline, you may deposit a handwritten or typed credit card sales draft by indicating the Cardholder's credit card account number, expiration date, name embossed on the card, room number reserved, and the words "No-Show" on the Cardholder signature line for the amount of one night's lodging plus applicable tax as quoted to the Cardholder when the reservation was made. You shall follow authorization procedures as provided by us.

6.1.4 Alternate Accommodations. If accommodations that were guaranteed under the Reservations Services are unavailable when the Cardholder arrives, you shall provide the Cardholder with at least comparable accommodations at a comparable establishment for one night's lodging at no charge to the Cardholder. In addition, you shall provide the Cardholder transportation to the alternate establishment and, if requested, forward all communications to Cardholder to the alternate hotel and provide a three-minute telephone call to the Cardholder, all at no charge.

6.2 Advance Lodging Service

Merchants operating lodging establishments and offering the Advance Lodging Deposit Service shall institute and comply with following procedures as they are listed here and as they are amended from time to time by Visa and MasterCard.

6.2.1 Reservation Procedures. You shall accept all Cards for advance deposit when the Advance Lodging Deposit Service is agreed to by the Cardholder. The amount of the Advance Lodging Deposit Transaction must not exceed the cost of fourteen nights of accommodations or the intended length of the stay, whichever is the least of the two. You shall inform the Cardholder of the Advance Deposit Requirements and the cancellation policy requirements. You shall inform the Cardholder that the accommodations shall be held for the number of nights used to determine the amount of the Advance Lodging Deposit. You shall obtain the Cardholder's account number, Card expiration date, the name embossed on the Card, telephone number, mailing address, scheduled date of arrival and the intended length of stay. Any changes in the reservation made by the Cardholder must be provided to the Cardholder in writing at the Cardholder's request. You shall provide the Cardholder with a confirmation number and advise the Cardholder that the number must be retained. You shall inform the Cardholder that if the Cardholder has not checked in by check-out time following the last night of accommodations used to determine the amount of the Advance Lodging Deposit or if the reservation was not canceled by the specified time and date, the Cardholder shall forfeit the Advance Lodging Deposit. You shall complete a Sales Draft for the amount of the Advance Deposit. The Sales Draft shall include the words "Advance Deposit" on the signature line, the

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Cardholder account number, expiration date and the name embossed on the Card, the Cardholder's telephone number and mailing address, the confirmation number scheduled check-in date, and the date and time the cancellation privileges expire without forfeiture of the Deposit if the accommodations are not used. You shall authorize the Advance Deposit in the same manner as other Lodging transactions. Mail the Cardholder copy of the Transaction to the Cardholder within three business days from the Transaction Date and deposit the Sales Draft as other Lodging Transactions.

6.2.2 Cancellation Procedures. You shall accept all cancellation requests from Cardholders provided the cancellation request is made prior to the specified cancellation date and time. You shall provide a cancellation number and advise Cardholder to retain number for future reference. You shall process a Credit for the entire amount of the Advance Deposit, which shall include the words "Advance Deposit" on the Credit Slip, the Cardholder account number, the Card Expiration date, the name embossed on the Card, the Cardholder's mailing address and the cancellation code. You shall mail the Cardholder copy to the Cardholder within three business days from the Transaction Date.

6.2.3 Alternate Accommodations. If accommodations that were guaranteed under the Advance Lodging Service are unavailable when the Cardholder arrives, you shall complete and deliver a Credit Slip for the entire amount of the Advance Lodging Deposit. In addition, you shall provide the Cardholder with at least comparable accommodations at a comparable establishment for the number of nights used to determine the Advance Lodging amount, not to exceed fourteen nights or until the reserved accommodations are made available at the original establishment, whichever comes first. In addition, you shall provide the Cardholder transportation to the alternate establishment and, if requested, transportation to and from the alternate establishment must be provided on a daily basis. You shall forward all communications to Cardholder to the alternate hotel and provide two three-minute telephone calls to the Cardholder, all at no charge.

6.3 Priority Check-Out Service

Merchants operating lodging establishments and enrolled in the Priority Check-Out Service shall institute and comply with following procedures as they are listed here and as they are amended from time to time by Visa and MasterCard. You shall accept all Cards when a Cardholder requests the Priority Check-Out Service. You shall provide Cardholder with a Priority Check-Out Agreement which must contain, but is not limited to, the Cardholder account number, your name, location and telephone number, departure date of the Cardholder, Guest name and room number, a statement authorizing you to charge the designated Cardholder for the amount of the bill and to deposit the Sales Draft without the Cardholder signature and a legend identifying the Cardholder's request for specific billing receipts, including the name and address to whom the receipts are to be mailed. You shall inform the Cardholder that the Priority Check-Out Agreement must be complete and signed; the mailing address must be completed to receive a copy of the hotel bill supporting the final transaction amount. You shall ensure the account number on the completed Priority Check-Out Agreement matches the Cardholder account number imprinted on the Sales Draft. You shall complete the Sales Draft and write the words "Priority Check-Out" on the signature line. You shall follow normal Lodging

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authorization procedures. You shall mail a completed Sales Draft, itemized hotel bill, and signed Priority Check-Out agreement to the Cardholder within three business days of the Cardholder's departure. You shall maintain the itemized hotel bill and all supporting documentation for a minimum of six months from the Transaction Date.

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**Exhibit F-4 – MERCHANT OPERATING GUIDE
SPECIALIZED RULES FOR MAIL ORDER, TELEPHONE ORDER, AND
INTERNET PAYMENT TRANSACTIONS**

1 COMPLETION OF SALE

1.1 You must submit one Sales Data record for all goods and services sold in the same transaction. The collection and payment of all federal, state and local taxes is your responsibility. Taxes collected shall be included in the total transaction amount and not collected separately by another form of payment.

1.2 All available information about the sale, including handling and shipping charges, must be accurately recorded. You are responsible for determining that the purchaser is the person whose name appears as the Cardholder. If an account number is transposed into an invalid or inappropriate account number, the sale shall result in a chargeback.

1.3 You shall provide to the customer a true and completed record of the sale.

1.4 If you are authorized by us to accept Cards for mail, telephone and pre-authorized orders, all available information, including handling and shipping charges, must be accurately recorded. You are responsible for assuring (i) that the purchaser is the person whose name appears as the Cardholder's on the order, and (ii) the Card number is correct. If not, the sale may result in a chargeback.

2 REFUNDS AND EXCHANGES (CREDITS) - CARD-NOT-PRESENT TRANSACTIONS ONLY

You may limit your acceptance of returned merchandise or establish a policy to make price adjustments for any transactions. If your refund policy prohibits returns under certain circumstances, you may still receive a chargeback relating to such sales pursuant to the Association rules and regulations.

3 RECURRING TRANSACTIONS.

For recurring transactions, you must obtain a written request from the Cardholder for the goods and services to be charged to the Cardholder's account, specifying the frequency of the recurring charge and the duration of time during which such charges may be made. You shall not complete any recurring transaction after receiving: (i) a cancellation notice from the Cardholder (ii) notice from Paymentech or an Association; or (iii) an authorization/approval code that the Card is not to be honored. You must include in your Sales Data the electronic indicator that the transaction is a recurring transaction.

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**Exhibit F-5 – MERCHANT OPERATING GUIDE
SPECIALIZED RULES FOR STORED VALUE AND LOYALTY TRANSACTIONS**

1.1 Services. The Merchant's customers are given a magnetic stripe card by the Merchant in exchange for money received, merchandise returned or other considerations. The Card represents a dollar value that the Merchant's customer can either use or give to another individual. There is no security associated with the card itself. The actual record of the balance on the card is maintained on Paymentech's Stored Value Card database. The card, the design and use of which is proprietary to the Merchant, is designed to be swiped through a POS terminal during each transaction at Merchant's location. When the customer gives the magnetic stripe card to the cashier, the cashier shall press the appropriate keys dependent upon the transaction type, swipe the card into the terminal, and key in the amount to be applied against the card's balance. This information shall be immediately transmitted to Paymentech, and the appropriate approval response shall be routed to the Merchant. Associated with the program is a standard monthly reporting package detailing the Merchant's transactions and the outstanding balances on the individual cards. The Merchant shall have access to help desk support through Paymentech for their stored value card transactions. Cardholders shall have access to an interactive voice response system ("IVR"), via a toll free number, through which they may receive some basic account information. Merchant's card program shall be configured in the manner specified by Merchant to Paymentech during enrollment, which shall represent binding program rules relating to Merchant's card program. Changes to such program requested by Merchant subsequent to setup shall be made at Paymentech's sole discretion and in the time and manner which Paymentech shall determine. We shall supply a detailed statement reflecting your Program activity. We shall not be responsible for any error that you do not bring to our attention within ninety days from date of such statement.

1.2 Cards & Packaging. You may be obligated to purchase Cards from us if you participate in this program. Please check the pricing schedule of your Merchant Agreement to see if the mandatory card purchase requirements apply to you. If you are obligated to purchase Cards from us or if you elect to do so anyway, we shall arrange for the Card production and the State may have its account electronically debited or may pay for the Card production with a credit card. Any such invoice shall be payable upon receipt. Cards, Packaging and Point-of-purchase marketing materials are available and priced on a per bundle basis, based on current rates. All production and delivery timeframes and costs provided by us are estimates only and we do not guarantee any specific date of delivery or price for Cards produced by third parties. You are responsible for all production costs and delivery charges for Cards. The form and content of all Cards shall be subject to our approval.

1.3 Compliance and Warranties. You are solely responsible for complying with all applicable laws relating to your Cards. NEITHER THIS AGREEMENT NOR ANY DOCUMENTATION FURNISHED UNDER IT IS INTENDED TO EXPRESS OR IMPLY ANY WARRANTY BY US THAT THE SERVICES SHALL FUNCTION WITHOUT INTERRUPTION OR ERRORS.

ANY SECURITY MECHANISMS INCORPORATED IN THE SERVICES HAVE INHERENT LIMITATIONS, AND YOU MUST INDEPENDENTLY DETERMINE THAT THE SUCH MECHANISMS ADEQUATELY MEET ITS SECURITY AND

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RELIABILITY REQUIREMENTS. BY USING THE SERVICES, YOU REPRESENT THAT YOU HAVE SO DETERMINED.

1.4 Intentionally Deleted.

1.5 Fraud. You hereby agree (i) that you are responsible for ensuring that all Cards require activation at the point of sale; (ii) to provide notification in writing to Paymentech of any fraud losses by type by fifteen days following the end of each calendar quarter; (iii) that you shall be solely responsible for any and all value adding and fraud losses and expenses relating to or arising from your Card program; (iv) to discourage transportation of groups of sequentially numbered Cards; and (v) to deactivate or otherwise remove all value from Cards that have been compromised. You shall be responsible for any fraudulent transactions involving your Cards, including, without limitation, the unauthorized activation of Cards, reloading of existing Cards (whether pursuant to a manual telephone order or otherwise) with additional value, or the unauthorized replication of Cards or Card data for fraudulent transactions. Paymentech provides a number of tools and options to help Merchant reduce Merchant's risk of exposure for fraudulent transactions. We urge you to make use of any and all of such tools as we may offer in order to help reduce the risk of such transactions. In particular, we recommend that you utilize only those vendors that have been certified by Paymentech as having appropriate security measures in place to reduce the risk of counterfeit Cards and the loss of sensitive Card Information that might result in unauthorized transactions and, you promptly and frequently reconcile the transaction reports we provide to you against your own internal transaction records, and to report any unauthorized transactions to your account representative at Paymentech. Because manual Card transactions (i.e. those involving the activation or reloading of cards over the telephone in cases where your terminals may be unavailable) pose a higher risk of potential fraud, we urge you to pay special attention to these transactions and reconcile them on an even more frequent basis. In the event that you do not reconcile your transaction reports and promptly report any suspicious activity to us, Paymentech may not be able to assist you in canceling fraudulently activated or reloaded cards, or in otherwise identifying the source of any fraud.

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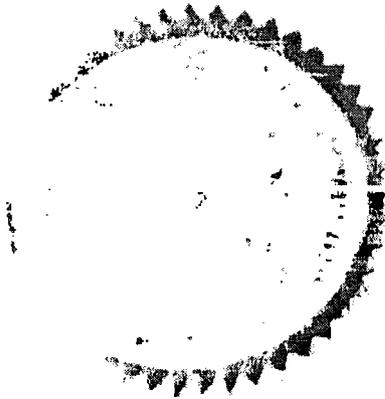
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EXHIBIT G - CERTIFICATE OF GOOD STANDING

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Paymentech, LLC a(n) Delaware limited liability company registered to do business in New Hampshire on July 30, 2007. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of June, A.D. 2008

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

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EXHIBIT H - CERTIFICATE OF AUTHORITY

**PAYMENTECH, LLC
SECRETARY'S CERTIFICATE**

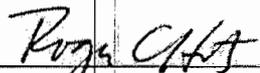
I, Roger C. Hart, Secretary of Paymentech, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Paymentech"), do hereby certify as follows:

The Executive Vice President, Chief Administrative Officer is duly authorized to execute and deliver contracts and other instruments on behalf of Paymentech.

The following person is the duly elected, qualified, and acting Executive Vice President, Chief Administrative Officer of Paymentech, he is now serving in such capacity, and his signature as set forth below is genuine:

Name	Signature
Chris Trunks	

IN WITNESS WHEREOF, I have signed this Secretary's Certificate on June 27, 2008.

By: 
Roger C. Hart, Secretary

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EXHIBIT I - CERTIFICATE OF INSURANCE

ACORD, CERTIFICATE OF LIABILITY INSURANCE

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DATE 03/31/2008

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 Willis North America, Inc.
 26 Century Blvd.
 P. O. Box 305191
 Nashville, TN 372305191

INSURED
 JPMorgan Chase & Co. and Subsidiary,
 affiliated and associated companies thereof
 270 Park Avenue
 New York, NY 10017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A	Liberty Mutual Fire Insurance Company	NAIC# 23035-001
INSURER B		
INSURER C		
INSURER D		
INSURER E		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	TB2621004667168	4/1/2008	4/1/2009	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMFINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Re: Service Agreement Between State of New Hampshire And Paymentech, L.P.
 It is agreed that State of New Hampshire is included as an Additional Insured as respects to General Liability, but only to the extent required by referenced contract.

CERTIFICATE HOLDER

State of New Hampshire
 Department of Administrative Services
 Donald Hill, Commissioner or Designee
 25 Capitol Street, Room 120
 Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


27 001

**State of New Hampshire
Department of Administrative Services
Bureau of Purchase and Property
Statewide Contract for Credit Card Processing Services
CONTRACT 172-08**

EXHIBIT J - PROPOSAL TRANSMITTAL FORM LETTER

STATE OF NEW HAMPSHIRE PROPOSAL TRANSMITAL LETTER

Date: _____

Company Name: _____

Address: _____

To: Point of Contact: **Robert Lawson**
Telephone: (603)-271-2700
Email: Bob.Lawson@NH.Gov

RE: Proposal Invitation Name: **Statewide Contract For Credit Card Processing Services**
Proposal Number: 172-08
Proposal Opening Date and Time: November 7, 2007, 11:00 AM

Dear Sir:

[Insert name of signor], on behalf of [insert name of entity submitting Proposal](collectively referred to as "Vendor") hereby submits an offer as contained in the written Proposal submitted herewith ("Proposal") to the State of New Hampshire in response to RFP # 172-08 for Statewide Contract For Credit Card Processing Services ("RFP") at the price(s) quoted herein in complete accordance with the RFP

_____ is authorized to legally obligate _____
Print Signor Name Print Company Name

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the RFP.
2. The Vendor has not altered any of the language or other provisions contained in the RFP document.
3. The Proposal is effective for a period of 180 days from the Proposal submission deadline of November 7, 2007
4. The prices Vendor has quoted in the Proposal were established without collusion with other vendors.
5. The Vendor has read and fully understands this RFP

Vendor's official point of contact is:

Telephone: _____ Email: _____

Authorized Signor's Name Printed

Authorized Signor Signature

COUNTY: _____

STATE: _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the ____ day of _____, 2007,
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

_____ and acknowledge that he executed this document indicated above

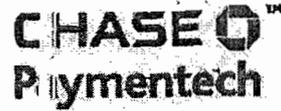
In witness thereof, I hereunto set my hand and official seal.

(Notary Public/Justice of the Peace)

My commission expires:

(Date)

Facsimile



Date: 11-13-07

To: Bob

Company: _____

Phone: _____

Fax: 603-271-2700

From: Dennis

Phone: 214- _____

Fax: 214-849- _____

Number of Pages to Follow: 2

Subject: _____

Comments:

Hi Bob, Per our conversation, attached is
the signed Transmittal Letter. Please advise.

Date: November 8, 2007

Company Name:
Chase Paymentec Solutions
Address:
14221 Dallas Parkway, Suite 500
Dallas, TX 75254-2142

To: Point of Contact: Robert D. Stowell, Administrator
Telephone: (603)-271-3606
Email: Robert.Stowell@NH.Gov

RE: Proposal Invitation Name: Statewide Contract For Credit Card Processing Services
Proposal Number: 172-08
Proposal Opening Date and Time: November 7, 2007, 11:00 AM

Dear Sir:

Donnie Wells, on behalf of Chase Paymentech Solutions (collectively referred to as "Vendor") hereby submits an offer as contained in the written Proposal submitted herewith ("Proposal") to the State of New Hampshire in response to RFP # 172-08 for Statewide Contract For Credit Card Processing Services ("RFP") at the price(s) quoted herein in complete accordance with the RFP
_____ is authorized to legally obligate

Print Signor Name Print Company Name

Vendor attests to the fact that:

1. Vendor desires that this proposal be viewed as the basis for continued discussions and negotiations between the parties.
2. The Proposal is effective for a period of 180 days from the Proposal submission deadline of November 7, 2007.
3. The prices Vendor has quoted in the Proposal were established without collusion with other vendors.
4. The Vendor has read and fully understands this RFP.

Vendor's official point of contact is:
Donnie Wells, Account Executive
Telephone: 888-262-9343, Ext. 3564
Email: Donnie.wells@chasepaymentech.com

Authorized Signor's Name Printed

Donnie Wells

Authorized Signor Signature

Donnie Wells

COUNTY: Dallas

STATE: Texas

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 8th day of November, 2007,

There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Donnie Wells
and acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

Robert S. Doubleday
(Notary Public/Justice of the Peace)

My commission expires:

Sept. 18, 2011
(Date)



Lawson, Robert

From: Wells, Donnie H. [Donnie.Wells@ChasePaymentech.com]
Sent: Thursday, November 15, 2007 12:55 PM
To: Lawson, Robert; Stowell, Robert
Cc: ROBERT.DAVEY@chase.com; Scott, Anna
Subject: STATE OF NEW HAMPSHIRE RFP

Hi Bob Stowell.

Donnie Wells, on behalf of Chase Paymentech Solutions, agrees to accept the State Of New Hampshire Transmittal Letter in response to RFP #172-08 for Statewide Contract For Credit Card Processing Services (RFP).

Donnie Wells
Client Account Executive
Chase Paymentech Solutions
14221 Dallas Parkway, Suite 500
Dallas, TX 75254-2942
Phone: 888-262-9343, Ext. 3564
Fax: 214-849-3507
Email: donnie.wells@chasepaymentech.com

Learn more about Chase Paymentech Solutions,LLC payment processing services at www.c
THIS MESSAGE IS CONFIDENTIAL. This e-mail message and any attachments are proprieta

Learn more about Chase Paymentech Solutions,LLC payment processing services at www.chasepaymentech.com. THIS MESSAGE IS CONFIDENTIAL. This e-mail message and any attachments are proprietary and confidential information intended only for the use of the recipient(s) named above. If you are not the intended recipient, you may not print, distribute, or copy this message or any attachments. If you have received this communication in error, please notify the sender by return e-mail and delete this message and any attachments from your computer.

State of New Hampshire
Department of Administrative Services
Bureau of Purchase and Property
Statewide Contract for Credit Card Processing Services
CONTRACT 172-08

EXHIBIT K - FORM LETTER OF CREDIT

(Bank Letterhead)

[Date]

Paymentech, LLC

Attention: Risk Management

RE: IRREVOCABLE LETTER OF CREDIT NO. _____ U.S. \$ _____

To the Risk Management Department:

We hereby issue our irrevocable Letter of Credit No. _____ in favor of Paymentech, LLC for the account of _____ (the "Account Party").

We undertake to honor from time to time your draft or drafts on us at sight in an amount or amounts not exceeding, in the aggregate, U.S. \$ _____ when presented to us at our counters at _____. Drafts drawn hereunder must be marked "Drawn under Letter of Credit No. _____, dated _____, 20____."

We agree that this Letter of Credit is independent of any reimbursement agreement or underlying transaction and our obligations hereunder shall not be affected by our knowledge of nonperformance or breach of any such underlying transaction or our right or ability to obtain reimbursement from the Account Party. Partial drawings and multiple presentations are permitted.

This Letter of Credit is valid until _____, provided however that such expiration date will be automatically extended without amendment for (1) year from the present or any future expiry date hereof until we receive written notice from you that all obligations owed to you by the Account Party have in your sole judgment been fully satisfied and performed, unless not less than sixty (60) days prior to the then-current expiry date we elect not to renew this Letter of Credit and give you written notice of such election at your address as set forth above, which notice shall be deemed given when actually received by you.

This Letter of Credit contains all the terms and conditions of this credit.

This Letter of Credit is subject to the International Standby Practices ISP 98, International Chamber of Commerce Publication No. 590, and the laws of the State of Texas (but not including Texas choice of law principles) to the extent not inconsistent therewith.

This Letter of Credit is transferable in its entirety without the consent of the issuer.

Very truly yours,

[Bank]

HF-B #172-08
Proposal Rating Statewide Contract for Credit Card Processing
7/2/2008

Company Name	Final Selection	Final Selection	Final Selection	Total
	Cost Proposal (40%)	Questionnaire (30%)	Technical Qualifications (30%)	TOTAL POINTS
	40 Points	30 Points	30 Points	100 Points
Citizens	40	19	7	66
Chase Paymentech	39.016	23	25	87.016
5th 3rd Bank	39.768	23	13	75.768